

Jessica Marie Davidson  
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**Check your email.** You will receive information  
and documents at this email address.

I am the Petitioner

In the District Court of Utah  
Third Judicial District, Salt Lake County  
West Jordan - Third District Court, 8080 S. Redwood Road, Suite 1701, West Jordan,  
UT 84088

In the Matter of the Marriage of

**Jessica Marie Davidson**

and

**Christian John Davidson**

**Divorce Decree and Judgment**

Case Number: . 224904387

Judge: . BATES

Commissioner: . TALK

The court decrees:

**Divorce**

1. **Jessica Marie Davidson** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

**Children**

2. **Jessica Marie Davidson** and **Christian John Davidson** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

- |                         |                        |
|-------------------------|------------------------|
| a. <b>Sean Davidson</b> | <b>Born 11/23/2011</b> |
| b. <b>Eden Davidson</b> | <b>Born 07/30/2014</b> |
| c. <b>Luke Davidson</b> | <b>Born 02/03/2017</b> |

**Children - custody**

3. The parties are awarded Joint Legal and Joint Physical Custody of their children.

The children will live in **Jessica Marie Davidson's** home **183** overnights each year and in **Christian John Davidson's** home **182** overnights each year. The court approves the following Parenting Plan.

#### **Parenting Plan parent-time**

The parents will follow a custom parent-time schedule.

The children will live with **Christian John Davidson 182** overnights each year and with **Jessica Marie Davidson 183** overnights each year according to a custom parent-time schedule. **Jessica Marie Davidson** will be the "custodial" parent:

**The parties agree to a Joint Physical Custody arrangement. Both parties understand and agree that this type of custody arrangement requires a high level of communication between each other and that logistically they must live close enough to each other as to not have to spend excessive amounts of time transporting the children back and forth.**

**In addition to this the parties agree that a frequent rotation of the children may have a potential adverse effect on the children to include but not limited to performance in school, lack of sleep, and also an increased amount of negative behavior. If any of these conditions are present, the parties agree that they will modify the parenting time arrangement in a way that is more conducive to the child(ren)'s needs and in a way that will minimize any stress to the child(ren) resulting from the frequent exchanges. This may include a change in the label of custody to joint custody with one of the parents becoming the primary custodial parent.**

**Both parents understand and agree that the monthly parenting time schedule may change based on the age of the child(ren) and each child's individual needs at different ages.**

**Both parents agree to a flexible monthly parenting schedule that will factor in work schedules and availability.**

**The parties have agreed to a parenting time philosophy of 50/50 which means they will attempt to target a scenario with each having 182 and the additional night each year will go to Christian on odd years and Jessica on even years. The parties will define a "night" as being any time period where they would have the child for at least 14 consecutive hours or 2 consecutive meals.**

**At the time of divorce the parties agreed to a base line rotation of every other week rotation with the rotation time at 6:00 pm on Sundays. This will remain**

as the default parenting schedule. The parties understand and agree that it is likely that this rotation may not always be possible and that they may need to modify it to meet logistical limitations or to better meet the needs of their child and will experiment with modified rotations. When there is a modification to a rotation schedule both parties agree it must be first agreed upon by both parties and an email sent and confirmed by the parties showing the modifications to the parenting time.

**The following monthly planning process will be used:**

The monthly parenting time schedule will be established through a planning process using an online calendar and email. Both parties will submit their requested variations to the default rotation the online calendar for the entire month and for that month only to the other parent no later than 10:00 pm on the 1st day of each month.

If either parent does not provide their modification requests per the above deadlines, the parent who does submit their request will be allowed their requested time for that month only as the the default. If neither parent submits any modifications the the default rotation will used.

**Dispute Resolution Process:**

**Short Term Modification Disputes:** If there is a dispute over modification requests to the rotation for that month but the modification requests are permanent requests to the base line rotation schedule then the parties agree that they will default to the rotation schedule.

**Long Term Rotation Modification Disputes:** If there is a dispute over modification requests to the base line rotation schedule that would in effect be creating a new long term base line rotation schedule the parties have a "test period" to determine if the new rotation is logistically reasonable and it improves the conditions for the children and meets their best interest. The parties agree that any new base line rotation test period will not be shorter than 3 months. The parties will evaluate the children at the conclusion of the test period and make further agreed upon modifications. If there is continued dispute as to the long term rotation then the parties agree to default to the last agreed upon rotation schedule and will attempt to resolve this dispute with mediation. If mediation is not successful then the last agreed on baseline rotation will be in effect while the parties go through the court process to resolve the dispute.

The parties agree that there will be no monthly parenting time plan where the children will spend more than 15 consecutive days at a parent's house without prior approval in writing or email. Exceptions to this will be for

planned vacations.

Both parents agree to liberal phone visitations and will encourage the child(ren) to call the other parent.

Every January the parents will review the prior years parenting time and using the online calendar they will count the number of "nights" as defined in this agreement that the child(ren) spent with each parent. The parties will use the history of "night" stays as determined by the online calendar that was kept to determine the appropriate child support to be paid for the next year by recalculating child support and imputing in the number of nights from the previous year. This review may constitute the use of the standard sole custody calculator if the number of overnights is less than 111 nights for either parent. In the event that there is an over payment or underpayment of child support after the recalculation, the difference will be added or subtracted to the monthly child support payment for the next year.

**Parent-time for special occasions**

4. 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 30-3-32, 35)

Special Occasion	Parent-Time Schedule
Labor Day Weekend	<p><b>Holiday Parenting Time Plan:</b></p> <p>Both parents agree to a flexible holiday parenting time schedule that will factor in work schedules and availability as well as the best interest of the child(ren). Both parents agree to plan holiday parenting time on an annual basis at the first of every year. This will be called the "Annual Holiday Planning Session" The holiday parenting time schedule will be established through a planning process using any online calendar and email.</p> <p>Christian will submit his request for all holidays, birthday's, summer and spring breaks, and other vacation times by Jan. 10 of each year. If he does not submit a holiday parenting time proposal by this deadline, the Utah state minimum holiday schedule will be the governing standard for that year however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and the parent that did not have the</p>

Special Occasion	Parent-Time Schedule
	<p>child(ren) for those holidays for the previous year will be allowed to have them for the following year.</p> <p>Jessica will have until Jan. 15 of each year to accept or propose an alternate arrangement. If she does not submit an alternate arrangement by the deadline, then the other parent's proposal will be the governing plan for that year only, however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and the parent that did not have the child(ren) for those holidays for the previous year will be allowed to have them for the following year.</p> <p>If the parties are in dispute about any holiday or vacation time period during the annual planning session they agree to use the Utah State minimum holiday statutory schedule only for the disputed days. In this event, Jessica will be the even year parent and Christian will be the odd year parent and the holiday that is in dispute will be decided by which ever holiday is designated to that parent on that year, however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and which ever parent that did not have the children for those holidays for the previous year will be allowed to have them for the following year.</p> <p>In the event of a need for a modification of a monthly parenting time plan, the parent requesting the modification must provide a 30 day notice of change via the email service and in the event that the parent not scheduled for time with the children cannot cover for the parent who is scheduled then the scheduled parent will be responsible for making accommodations for the children with prior and mutual consent of the other parent.</p> <p>Holidays that are agreed on are not subject to the monthly parenting time dispute resolution process outlined in that section of this agreement and may not be challenged using the monthly parenting time planning and dispute resolution process. Example: If the parents agree to that the father will have the children on the 4th of July, and then later when planning the month of July for parenting time for non vacation or holiday mom wants the 4th of July under the terms of the monthly parenting time planning process, she would not be able to request that day as holidays and vacation days that are claimed trump monthly parenting time days asked for.</p>
Columbus Day Weekend	See Above Language.
Fall School Break (If applicable, commonly known as U.E.A. weekend)	See Above Language.

<b>Special Occasion</b>	<b>Parent-Time Schedule</b>
Halloween	See Above Language.
Veterans' Day	See Above Language.
Thanksgiving Break	See Above Language.
Winter Break	See Above Language.
Christmas Eve	See Above Language.
Christmas Day	See Above Language.
New Year's Eve	See Above Language.
New Year's Day	See Above Language.
Dr. Martin Luther King Jr. Day Weekend	See Above Language.
Presidents' Day Weekend	See Above Language.
Spring School Break	See Above Language.
Mother's Day	See Above Language.
Memorial Day Weekend	See Above Language.
Father's Day	See Above Language.
Summer School Break / Vacation	See Above Language.
Independence Day	See Above Language.
Pioneer Day	See Above Language.
Children's Birthdays	See Above Language.
Jessica Marie Davidson's Birthday	See Above Language.
Christian John Davidson's Birthday	See Above Language.

### **Parent-time transfers**

5. 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.

### **Decision-making**

6. The following applies to the Parenting Plan:

- 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.

### **Custom decision-making.**

#### **DECISION TERMS FOR AN IMPASSE ON MORAL DECISIONS FOR CHILDREN**

**The parties agree that in the event of a dispute on any major decisions which include- but are not limited to- religion, education, and disciplining issues, the parties will use the following alternating- decision-dispute method to resolve the dispute.**

**When such a dispute arises, decision-making authority is appropriated on a revolving basis:**

**The Petitioner will have the decision-making authority on the first dispute that comes to an impasse. The Respondent will have the decision-making authority in the next dispute that results in an impasse. Any following disputes will rotate evenly between both parties.**

**1. One party must notify the other party of the dispute in writing or via email; their proposed solution must be included in this notification. The other party must reply to the email within 24 hours with their proposed solution. If the second party does not reply in this time frame then by default, the initiating party will prevail with their solution.**

**3. If the second party does reply but the parties do not agree, then--in accordance with the terms outlined in number one (1) of this section-- the final decision will fall to the party next in line in the rotation.**

**The parties may not use their impasse prerogative on a decision the for the same decision a second time for the same child.**

**Example: Mom wants to let her daughter get her nose pierced. Dad is opposed. They are at an impasse. It happens to be Mom's prerogative to make the decision per the terms of the agreement and she exercises that prerogative. Dad decides next week that he is not going to let her get it pierced and uses his prerogative now. This is a misuse of the rotating decision-making authority. Once a decision is made it cannot be countered using this process unless it is for a different child.**

**This method of resolving disputes will be for any disputes with the exception of disputes about parenting time, or disputes regarding financial matters such as extra curricular expenses. These types of disputes will be handled differently and are outlined in those respective sections of this divorce agreement.**

#### **Education Plan**

7. The school the children will attend is based on a specific plan for where the children will attend school: **The parties agree to discuss the children school together.**
8. **Jessica Marie Davidson** has authority to check the children out of school.
9. **Christian John Davidson** has authority to check the children out of school.
10. **Jessica Marie Davidson** has access to the children during school.
11. **Christian John Davidson** has access to the children during school.
12. If the parents cannot agree, education decisions will be made by **Jessica Marie Davidson**.

#### **Communication with each other**

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

#### **Communication with the children**

14. 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.

Parents and children may communicate with each other whenever the children



choose.

By any method

### **Records and information sharing**

15. 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**

16. 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.

Other agreements about travel by the children: **Vacation Parenting time Schedule:**

**Both parents agree to a flexible vacation parenting time schedule that will factor in work schedules and availability as well as the best interest of the child(ren). Both parents agree to plan vacation parenting time on an annual basis at the first of every year. This will be called the "Annual Vacation Planning Session" The holiday parenting time schedule will be established through a planning process using any online calendar and email.**

**Christian will submit his request for all non-holiday vacation times by Jan. 10 of each year. If he does not submit a vacation parenting time proposal by this deadline, the Utah state minimum vacation schedule will be the governing standard for that year.**

**Jessica will have until Jan. 15 of each year to accept or propose an alternate arrangement. If she does not submit an alternate arrangement by the deadline, then the other parent's proposal will be the governing plan for that year only.**

**If the parties are in dispute about any non-holiday or vacation time period during the annual planning session they agree to use the Utah State minimum vacation statutory schedule to establish maximum and minimum vacation time periods and as long as that either proposal does not exceed the maximum or minimum time allotments the dispute will be resolved by rotating the proposal impasse between the parties based on an every other year rotation. In this event, Jessica will be the even year parent and Christian will be the odd year parent and the party with the prerogative will get their vacation plan proposed for that year. The following year the other party will unconditionally get their vacation time proposal subject to the maximum and minimum time allotments per the statute.**

**In the event of a need for a modification of a monthly parenting time plan, the parent requesting the modification must provide a 30 day notice of change via the email service and in the event that the parent not scheduled for time with the children cannot cover for the parent who is scheduled then the scheduled parent will be responsible for making accommodations for the children with prior and mutual consent of the other parent.**

**Vacations that are agreed on are not subject to the monthly parenting time dispute resolution process outlined in that section of this agreement and may not be challenged using the monthly parenting time planning and dispute resolution process. Vacations will have priority over monthly parenting time agreements.**

**Relocation of a parent (Utah Code 30-3-37)**

**17. Other terms about relocating: Moving Terms and Conditions**

**Both parents understand and agree that should either parent choose to move out side of a 20 mile radius of Salt Lake they will provide the other parent a 60 day written or email notification of when the move date will be and the address of their new home.**

**In the event of a move the parties understand and agree that the parenting time schedule will need to be modified. The parties realize that there are variables that are unknown that will need to be factored in when deciding how to revise the regular parenting time, holiday, and vacation parent time.**

**In the event the parties are not able to agree on the long distance parenting times they agree to go to mediation to resolve the dispute prior to engaging in any litigation.**

**The parties agree that if no agreement is reached that the Utah State Long Distance Parenting Time statues will be the default terms for visitation which are as follows:**

**The minimum requirements for parent-time for children 5 to 18 years of age:**

- (a) in years ending in an odd number, the child shall spend the following holidays with the noncustodial parent:**
  - (i) Thanksgiving holiday beginning Wednesday until Sunday; and**
  - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;**
- (b) in years ending in an even number, the child shall spend the following holidays with the noncustodial parent:**
  - (i) the entire winter school break period; and**
  - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;**

**(c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks. The children should be returned to the custodial home no later than seven days before school begins; however, this week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period; and**

**(d) one weekend per month, at the option and expense of the noncustodial parent.**

**The court may also set a parent-time schedule for children under the age of five.**

**The schedule shall take into consideration the following:**

**(a) the age of the child;**

**(b) the developmental needs of the child;**

**(c) the distance between the parents' homes;**

**(d) the travel arrangements and cost;**

**(e) the level of attachment between the child and the noncustodial parent; and**

**(f) any other factors relevant to the best interest of the child.**

**The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.**

**(a) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent shall be entitled to the next to the last weekend of the month.**

**(b) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.**

**(c) If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (6) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.**

**The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.**

**Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interests of the child. If the court orders uninterrupted parent-time during a period not covered by this section, it shall specify in its order which parent is responsible for the child's travel expenses**

**18. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid**

by the parties as follows: **The transportation costs will be negotiated at the time notice is given of the move**

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.

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

### **Changing the plan**

19. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- All changes must be in writing.

### **Resolving disputes**

20. 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: **Mediation**

### **Additional parenting responsibilities, expectations or commitments**

21. **The parties' parenting relationship will continue for many years and it is in the best interests of their children to have a meaningful and quality relationship with each of them. In furtherance of that goal, the parties should be ordered as follows:**

- (a) To respect each other's need for personal space and independence;**
- (b) To establish a "united front" of parenting by supporting each other as parents and establishing reasonably consistent rules, curfews and discipline philosophies that will foster a feeling of continuity and a sense of security for the child as to homework, lessons, school projects and motivation to work and succeed;**
- (c) To consult with each other if a child is experiencing school problems, emotional concerns, or other problems and share options and ideas for meeting the child's needs;**
- (d) To affirmatively support each other as parents and hold the other in high**

esteem as a parent in their respective conversations with the child throughout his life, to give the child permission to love each of them;

(e) To endeavor to make joint decisions regarding the child on significant issues, such as education, health care and religious upbringing, by focusing on the child's needs and interests, and to seek win-win rather than win-lose solutions in their parenting decisions;

(f) To respect each other's parenting style, personal beliefs and values, to eliminate the emotional trauma and pain to their child that results from conflicts between them;

(g) To communicate directly with each other regarding their child, to remain civil in all of their future dealings as they regard the child, to avoid making harmful, insulting or denigrating comments regarding the other party in the child's presence and to use their best efforts to prevent others from doing so;

(h) To accommodate the child's need to have quality relationships with extended family members, and to facilitate the child's attendance at family reunions, birthday and/or anniversary parties, etc.;

(i) To educate their new spouses, should they remarry, as to their parenting agreement, and to view new spouses as additional sources of emotional support for their child rather than as competitors;

(j) To share all school work, report cards, school pictures, and other information relating to the schooling and extra curricular activities of their child;

(k) To enable each of them to have access to their child's school, medical, dental and psychological records; and

(l) To take affirmative steps to share information regarding times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices, and other events involving their child.

(m) To attempt to resolve disputes, if they occur, by conferring with or soliciting assistance from family members, friends, school officials or religious leaders, upon which they both agree.

(n) To engage in mediation prior to initiating legal action, in the event the parties cannot resolve their disputes, which costs should be shared by both parties equally.

**Military service by a parent** (Utah Code 78B-20-4)

22. Neither parent is a servicemember.

23. 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.

**Income: Jessica Marie Davidson** (Utah Code 78B-12-203)

24. **Jessica Marie Davidson's** gross monthly income for child support purposes is **\$20,000.00**. Her base child support amount using the joint custody calculation is **\$0.00**

per month. She receives the following gross monthly income:

- a. **Jessica Marie Davidson** is employed at **University of Utah**. She earns **\$20,000.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Christian John Davidson**

25. **Christian John Davidson's** gross monthly income for child support purposes is **\$20,833.00**. His base child support amount using the joint custody calculation is **\$106.00** per month. He receives the following gross monthly income:

- a. **Christian John Davidson** is employed at **University of Utah Health**. He earns **\$20,833.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Child support** (Utah Code 78B-12-202 et seq.)

26. **Christian John Davidson** is ordered to pay child support to **Jessica Marie Davidson** as follows:

- a. **\$106.00** per month base support. This amount complies with the Utah Child Support Act.

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 (Utah Code 78B-12-219(1)), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78B-12-219(1), Utah Code 78A-6-801).

27. Child support will be paid as follows:

**Child support will be paid in equal proportionate amounts based on the pay periods of Christians employer. At the time of divorce the pay periods were the first of each month.**

**Payments will be made electronically as a direct deposit each month. Jessica will provide the account information needed for Christian to either have his employer pay directly from his check through his payroll processing or transferred directly each month from his own account.**

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

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

30. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

(Utah Code 78B-12-210(8)).

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

31. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 78B-12-210(7) and (9)).

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 78B-12-210(7)).

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

**a. EXTRA CURRICULAR COSTS:**

The parties agree that the definition of an extra curricular expense is any expense that is incurred for the physical, emotional or mental enhancement of their child(ren). Examples of these costs include but are not limited to: fees for sports, scouting, music lessons, summer camps, and school clubs. Travel expenses for the child are also included in this definition. Travel expenses for the parents for any of these expenses are not included.

Costs that are for obvious entertainment are not eligible. Examples of these expenses are movie tickets, concerts, food, sporting event tickets etc.

Both parents agree to split all extra curricular expenses for the children 50/50.

These expenses will have a monthly limit of \$100 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur their percentage of expense without prior notice to the other parent. This monthly limit will be revisited each year; the parties may change this amount with mutual consent, evidenced in writing or by an email. This monthly limit will increase each year by no less than 10% unless agreed to otherwise in writing.

In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case basis. Both parents agree that in the event the monthly limit will be exceeded, there must be prior consent given from each parent- otherwise the parent who incurs the cost will be responsible for the cost.

Upon request from the other party both parties will be required to provide receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of each month.

Both parents agree to keep the arrangement of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

**b. LOGISTICAL COSTS:**

The parties agree that the definition of a "logistical expense" includes expenses such as: School fees, year books, cell phones, cell phone plans, vehicles, vehicle insurance, maintenance, and fuel costs.

Both parents agree to split all logistical expenses for the children 50/50.

This will have a monthly limit of \$100 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur



**their portion expense without prior notice to the other parent. This monthly limit will be revisited each year and the parties may change this amount with mutual consent evidenced in writing or by an email. This monthly limit will be increased each year by no less than 10% unless agreed to otherwise in writing.**

**In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case situation. Both parents agree that in the event the monthly limit is exceeded, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost.**

**Upon request from the other party both parties will be required to provide receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of each month.**

**Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.**

**c. CLOTHING COSTS:**

**The parties agree that the definition of a clothing expense is any expense that is incurred that is for standard non-sports related or club related clothing, uniforms, or costumes.**

**Both parents agree to split costs 50/50.**

**This will have a monthly limit of \$200 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur their portion expense without prior notice to the other parent. This monthly limit will be revisited each year and the parties may change this amount with mutual consent evidenced in writing or by an email. This monthly limit will be increased each year by no less than 10% unless agreed to otherwise in writing.**

**In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case situation. Both parents agree that in the event the monthly limit is exceeded, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost.**

**Upon request from the other party, both parties will be required to provide receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of**

each month.

Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

**d. CHILD EXTRA EXPENSES FUND:**

The parties have agreed to establish a joint checking account for the purpose of managing the extra child expenses agreed to in this agreement.

The following categories of expenses and monthly allotments will be managed using this joint checking account. (The amounts listed below were agreed to at the time of divorce and may be modified per the terms of this agreement)

Extra curricular costs \$800

Logistical costs \$600

Clothing Costs \$600

**Total: \$2000**

Each party will be required to deposit their portion (50%) of the monthly limit amount into the account by the 3rd of each month. Any unused portion of this monthly amount will be kept in the account and overages will accrue for the purpose of future increases to the account limit or for agreed-upon overages. The parties will always contribute their portion each month to the account regardless of any balance accrued from unused funds from prior months.

This fund will continue until the youngest child graduates from high school. Any amount in remaining in the fund will be divided equally by the parties.

**Dependent children for tax purposes**

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

The parties agree that the goal in determining who should take the tax deduction(s) for the children is to maximize the overall tax benefit with out either party having to concede their total tax benefit. This will be accomplished in the follow way:

1. The parties agree to prepare their income tax report no later than March 1 of each year.
2. The parties agree to each calculate the total tax benefit they would have by taking the deductions vs not taking the deductions.
3. The parties agree to provide this analysis to the other party,

evidenced by tax statements showing both scenarios. Tax statements must be exchanged by March 1st.

4. The party that benefits the most (or Benefiting Parent-BP) will have the option to take the deduction(s) for that year. Written notice or email must be provided to the other parent (Non Benefiting Parent or NBP) by March 5th.

5. The BP must pay the NBP the amount the NBP would have benefited had the NBP taken the deduction(s). This payment must be made no later than April 1st. The BP may not file their tax returns until payment is made in full to the NBP.

The following events will trigger the following alternate tax deduction agreements:

1. The BP will forfeit their option to purchase the deductions from the NBP for any of the following reasons:

a. Not provide tax statements to the NBP by March 1st

b. Not provide notice of intent in writing or email to take deductions by March 5th

c. Not provide payment to the NBP by March 15th

2. Should any of 1a, 1b, or 1c occur the following terms will be in effect:

a. If there an even number of deductions then each party will split the deductions evenly UNLESS in the prior year there was an odd number of deductions available in the prior year and the BP DID NOT purchase the deductions from the NBP and the BP had the majority of the deductions, in which case the other parent would have one (1) more deduction than the party who got the greater number of deductions the prior year.

b. If there is an odd number of deductions then the BP will take the greater number of deductions UNLESS they had the greater number of deductions the prior year and DID NOT exercise their option to purchase the deductions from the NBP in the prior year, in which case the NBP will take the greater number of deductions.

3. The party with the lesser tax benefit will forfeit payment for their tax deduction benefit or taking the deduction(s) for the following reasons:

a. Not providing tax statements to the other party by March 1st showing the tax benefit they need to be paid by the BP

4. If either party is not current on any payments on child support, day care costs, out of pocket medical costs, or the extra curricular funds then they will forfeit the child deduction for that year.

#### **Child health care** (Utah Code 78B-12-212)

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

a. **At the time of divorce the parent providing the health and dental insurance for the child(ren) was Christian.**

**The parties agree that they will always seek the most affordable health and dental insurance coverage options balancing coverage options with cost. The parties understand that they may have several options to select from to include but not limited to insurance benefits provided to them from their employers and or benefits provided by their new spouses should they remarry as well as government subsidy benefits such as Medicaid (if they qualify).**

**Each time a new insurance option becomes available the parties agree to evaluate that option and select the option that best meets their needs. In the event that the parties choose to double cover the children with two plans to further minimize the out of pocket health costs they agree that if having double coverage would be an additional monthly premium cost they must first have prior written (or email) consent from each other. They will decide who will be the primary and secondary provider on a case-by-case basis.**

**The cost of the health and dental insurance will be split 50/50.**

**OUT OF POCKET MEDICAL EXPENSES:**

**The parties will split any out of pocket costs 50/50. These costs may include deductibles, co-pays, prescriptions, routine dental etc. In the event of an elective type of surgery like braces for teeth, both parents agree that there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost. If a parent chooses to go to a health care provider that is not in the existing insurance network, incurring an extra cost, both parents agree that there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the difference in cost. Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.**

**The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.**

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

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

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

**Child care expenses** (Utah Code 78B-12-214)

35. All reasonable work, career, or occupational training-related child care expenses

will be paid as follows:

**Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.**

**Public assistance statement – Office of Recovery Services (ORS)**

(Utah Code 78B-12-113)

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

**Personal property** (Utah Code 30-3-5)

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

38. The following vehicles will be divided as indicated:

a. The following vehicles will be divided as described.

i. Make: **Toyota**, Model: **Highlander**, Year: **2019**

Estimated current value: **\$35,500.00**

Owner (before divorce): **Jessica Marie Davidson**

Ownership and use of this vehicle after the divorce will be as follows:

**The parties agree that Jessica will keep this vehicle.**

b. The following vehicles will be divided as described.

i. Make: **Toyota**, Model: **Tacoma**, Year: **2017**

Estimated current value: **\$32,800.00**

Owner (before divorce): **Christian John Davidson**

Ownership and use of this vehicle after the divorce will be as follows:

**The parties agree that Christian will keep this vehicle.**

39. Bank and credit union accounts are divided as follows:

a. Account number: **6976**

Name of Institution: **Capital One**

Address: **Not Available**

**Not Available**

Account Balance: **\$21,300.00**

Names on Account: **Jessica Marie Davidson**

**Christian John Davidson**

**Divide as follows: The parties agree to split the value of this account at the time the divorce is final as they use this account to pay for marital bills.**

b. Account number: **8385**

Name of Institution: **Chase**

Address: **Not Available**

**Not Available**

Account Balance: **\$13,000.00**

Names on Account: **Jessica Marie Davidson**

**Christian John Davidson**

**Divide as follows: The parties agree to split the value of this account at the time the divorce is final as they use this account to pay for marital bills.**

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

- a. Account number: **1843**  
Name of Institution: **Vanguard Brokerage**  
Address: **Not Available**  
**Not Available**  
Account Balance: **\$880.00**  
Names on Account: **Jessica Marie Davidson**  
**Christian John Davidson**  
Divide as follows: **The parties agree to split the value of this account at the time the divorce is final as they use this account to pay for marital bills.**

#### **Debts**

41. 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.

#### **Other debt**

- a. Debt owed to: **Sofi Mohela 6978**  
Street: **Not Available**



City, State, Zip: **Not Available**

Description of debt: **Student Loans**

Amount owed on debt: **\$180,185.00**

The debt will be paid as follows: **The parties agree that Jessica will pay this entire debt.**

Person to provide creditor divorce decree: **Jessica Marie Davidson**

b. Debt owed to: **Sofi Mohela 9617**

Street: **Not Available**

City, State, Zip: **Not Available**

Description of debt: **Student Loans**

Amount owed on debt: **\$185,060.00**

The debt will be paid as follows: **The parties agree that Christian will pay this entire debt.**

Person to provide creditor divorce decree: **Christian John Davidson**

### **Real property**

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

a. **Primary Home:**

i. Address: **3652 Little Cottonwood Lane, Sandy, Utah 84092;**

ii. Tax Identification Number: **28-12-152-022-0000;**

iii. Legal description: **28-12-152-022-0000.**

iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **BSI**

Address: **PO Box 517 Titusville, PA 16354**

Amount Owed: **\$635,000.00**

Monthly Payment: **\$3,225**

**Christian John Davidson** will pay this mortgage after the divorce.

**Christian John Davidson** will provide a copy of the divorce decree to the lender.

b. This property will be divided as follows:

**Christian will keep the home and Jessica will remain on the current home loan. In the event that Christian has an income increase of at least 18 percent, or he remarries/cohabitates, or he sells the home or 7 years pass from the date of divorce then he agrees to pay Jessica her portion of the equity from the house which was agreed was \$420,000. Christian may choose to add an additional 3 years to the 7 year deadline but will pay Jessica a 4% simple interest rate for any unpaid balance. After a total of 10 years Christian agrees to pay the balance owed and will sell the home if need be to do this. As long as**

**Jessica is on the home loan in the event that Christian is late on any mortgage payments causing an adverse effect to her credit as Jessica's discretion the home will be sold and she will recoup her losses and get her portion of the equity. The parties agree at the time of the divorce that at the time any of the above criteria occurs in order for Christian to pay Jessica the calculated equity split portion, Jessica's name will be removed from the mortgage and deed. The parties agree at the time of the divorce that at the time any of the above criteria occurs and Christian is able to pay Jessica her equity split portion within 4 months of the date the event occurs.**

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

**a. Secondary Home:**

- i. Address: **9949 Falconview Drive, Sandy, Utah 84092;**
- ii. Tax Identification Number: **28-09-428-006-0000;**
- iii. Legal description: **28-09-428-006-0000.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **Academy Mortgage**

Address: **339 W 13490 S Draper, UT 84020**

Amount Owed: **\$617,500.00**

Monthly Payment: **\$3,248**

**Jessica Marie Davidson** will pay this mortgage after the divorce.

**Jessica Marie Davidson** will provide a copy of the divorce decree to the lender.

b. This property will be divided as follows:

**Jessica will keep this home and will keep the existing equity and will be responsible for all remaining payments.**

**Alimony**

44. Neither party will pay alimony.

**Retirement money – retirement accounts**

45. 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).

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. Company: **TIAA**
  - i. Account Type: **401K**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **Not Available**
  - v. This plan is in the name of **Jessica Marie Davidson**
  - vi. Plan Value: **\$245,000.00**
  - vii. The entire account is awarded to **Jessica Marie Davidson**.
  
- b. Company: **Vanguard**
  - i. Account Type: **Not Available**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **1263**
  - v. This plan is in the name of **Jessica Marie Davidson**
  - vi. Plan Value: **\$11,670.00**
  - vii. The entire account is awarded to **Jessica Marie Davidson**.
  
- c. Company: **TransAm**
  - i. Account Type: **401K**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **0001**
  - v. This plan is in the name of **Jessica Marie Davidson**
  - vi. Plan Value: **\$66,900.00**
  - vii. The entire account is awarded to **Jessica Marie Davidson**.
  
- d. Company: **Fidelity**
  - i. Account Type: **9115 and 1707**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**

- iii. Plan Administrator **Not Available**
  - iv. Account Number **Not Available**
  - v. This plan is in the name of **Jessica Marie Davidson**
  - vi. Plan Value: **\$6,690.00**
  - vii. The entire account is awarded to **Jessica Marie Davidson**.
- e. Company: **TIAA CD**
- i. Account Type: **401K**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **Not Available**
  - v. This plan is in the name of **Christian John Davidson**
  - vi. Plan Value: **\$264,600.00**
  - vii. The entire account is awarded to **Christian John Davidson**.
- f. Company: **Vanguard**
- i. Account Type: **ROTH IRA**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **Not Available**
  - v. This plan is in the name of **Christian John Davidson**
  - vi. Plan Value: **\$11,640.00**
  - vii. The entire account is awarded to **Christian John Davidson**.
- g. Company: **TIAA NJ**
- i. Account Type: **401K**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Not Available**
  - iv. Account Number **6842**
  - v. This plan is in the name of **Christian John Davidson**
  - vi. Plan Value: **\$80,440.00**
  - vii. The entire account is awarded to **Christian John Davidson**.

### **Duty to sign documents**

46. 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)

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

DATED August 26, 2022

  
District Court Judge

DATED \_\_\_\_\_

\_\_\_\_\_  
District Court Commissioner

*Christian John Davidson*

**Christian John Davidson**

Approved as to Form

**Certificate of Service**

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

Person's Name	Service Method	Service Address	Service Date
<b>Christian John Davidson Respondent</b>	<b>Email</b>	<b>cjd1041@gmail.com</b>	<b>07/29/2022</b>

07/29/2022

Sign here

*Jessica Marie Davidson*

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jessica Marie Davidson**