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**IN THE FOURTH JUDICIAL DISTRICT COURT**  
**UTAH COUNTY, STATE OF UTAH, PROVO DEPARTMENT**  
137 North Freedom Blvd, Suite 100, Provo, UT 84601

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IN THE MATTER OF THE MARRIAGE OF:

**LYNDSAI K. SYLVA**

Petitioner,

and

**QUENTIN KEONI SYLVA,**

Respondent.

**CORRECTED DECREE OF  
DIVORCE**

Civil No. 254402846 DA

Judge: Kraig Powell  
Commissioner: Marian Ito

This matter having come before the Court by way of Petitioner's *Verified Petition for Divorce*, as well as the *Affidavit of Jurisdiction and Grounds* with the parties having entered into a *Stipulation and Settlement Agreement* on February 26<sup>th</sup> of 2026, which is now of the official record. After a review of the file, and now being fully advised in the premises herein; the Court, for good cause appearing, hereby sets forth its Decree of Divorce, as follows:

**JURISDICTION AND VENUE**

- 1. Residence.** The parties are residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

2. **Marriage Information.** Lyndsai and Quentin were married on December 26, 2009 at Kona, Hawaii, and are presently married. The parties separated on or about September 7, 2025.

3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce is, hereby, entered, dissolving the bonds of matrimony.

4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

## CHILDREN

9. **Minor Children.** There have been four (4) children born as issue of the marriage, to wit:

Minor Children's Initials	Month & Year of Birth
K.E.K.S.	December 2010
P.P.T.S.	April 2014
R.K.T.S.	December 2018

S.K.M.S.	December 2020
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**10. Custody.** Lyndsai shall have sole legal and sole physical custody of the minor children, subject to Quentin’s reasonable right to parent-time.

**11. Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, Quentin’s reasonable right to parent-time shall be pursuant to the following ramp up parent-time plan.

**a. “Short Term” Parent-Time.** Quentin’s parent-time shall be supervised and follow the present status quo, with having one-hour of parent-time every Saturday supervised by Quentin’s Parole Officer or another supervisor as mutually agreed upon by the parties in writing. While Quentin has supervised parent-time, Quentin shall have one-hour of supervised holiday parent-time on Father’s Day, the 4<sup>th</sup> of July, and Halloween, as well as one-hour of holiday parent-time during Spring Break (beginning 2027), Fall Break, and the Christmas/Winter Break. The parties’ shall mutually agree in writing for which day Quentin shall exercise one-hour of parent-time during the Spring Break (beginning 2027), Fall Break and the Christmas/Winter Break. Quentin’s parent-time shall be supervised until such time as Quentin has successfully completed the Domestic Violence course and a 12-week anger management course, which have now been completed and copies of the certificates of completion have been provided Lyndsai’s counsel. Presently, all of the minor children are participating in supervised parent-time with Quentin and it is anticipated that all of the minor children will continue to progress in the ramp-up parent-time plan. Quentin’s parent-time shall be supervised until such time as the children’s therapists indicate that the minor children feel safe, comfortable, and ready to transition to the Near-Term parent-time indicated below. Neither parent shall try to persuade or influence the

children regarding their therapy and the ramp-up transition. Lyndsai will be supportive of the minor children progressing in the ramp-up parent-time plan.

**b. “Near-Term” Parent-Time.** Quentin shall have parent-time every other weekend, on Saturday from 9:30 a.m. to 5:30 p.m., unsupervised. Quentin shall provide the transportation both directions for the Near-Term Parent-Time. Quentin’s parent-time shall continue under the Near-Term parent-time schedule until such time as the children’s therapists indicate that the minor children feel safe, comfortable, and ready to transition to the Mid-Term parent-time indicated below. Neither parent shall try to persuade or influence the children regarding their therapy and the ramp-up transition.

**c. “Mid-Term” Parent-Time.** Quentin shall have parent-time every other weekend, on Saturday from 9:30 a.m. to 5:30 p.m., and Sunday from 9:30 a.m. to 5:30 p.m., unsupervised. Quentin shall provide the transportation both directions for the Mid-Term Parent-Time. Quentin’s parent-time shall continue under the Mid-Term parent-time schedule until such time as the children’s therapists indicate that the minor children feel safe, comfortable, and ready to transition to the Standard Parent-Time indicated below. Neither parent shall try to persuade or influence the children regarding their therapy and the ramp-up transition.

**d. Standard Parent-Time.** Upon the minor children’s therapists indicating that the minor children feel safe, comfortable, and ready to transition to the Standard Parent-Time, Quentin’s parent-time shall be pursuant to Utah Code §81-9-302, as follows:

i. Midweek Parent-Time. Quentin shall have non-overnight midweek parent-time each Thursday from approximately 5:30 p.m. until 8:30 p.m. At Quentin’s election, Quentin’s

parent-time may begin at the time the minor children's school is regularly dismissed, or at 9:00 a.m. if school is not in session and Quentin is available to be with the minor children.

ii. Weekend Parent-Time. Quentin shall have parent-time alternating weekends beginning on Friday at 6:00 p.m. until Sunday night at 7:00 p.m. At Quentin's election, Quentin's alternating weekend parent-time may begin at the time the minor children's school is regularly dismissed on Friday, or at 9:00 a.m. on Friday if school is not in session and Quentin is available to be with the minor children

iii. Extended Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. Quentin shall also be entitled to an additional two (2) weeks of summer parent-time that may be interrupted by midweek parent-time by Lyndsai. In calendar years ending in an even number, Lyndsai shall have the first choice of summer parent-time. In calendar years ending in an odd number, Quentin shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by April 1st. The other parent shall provide written notice of their selected summer parent-time by April 15th. If the parent with first choice fails to provide notice by April 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

e. ***Holiday Parent-Time.*** The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time. During the Near-Term, Quentin shall be entitled one day during the holidays awarded to him, and during the Mid-Term, Quentin shall be entitled to two days during the holidays awarded to him in the holiday table

below. Quentin shall give twenty (20) days advanced notice which day(s) Quentin shall exercise parent-time during Spring Break, Fall Break, Thanksgiving, and Christmas Vacation. Upon the Standard Parent-Time being implemented, the holiday parent-time shall be as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>President's Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	<b>Spring Break</b> 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>Memorial Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. to 7:00 p.m. on the holiday
Father	Father	<b>Father's Day</b> 9:00 a.m. to 7:00 p.m. on the holiday
Mother	Father	<b>July 4<sup>th</sup></b> July 3 <sup>rd</sup> at 6:00 p.m. until July 5 <sup>th</sup> at 6:00 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> July 23 <sup>rd</sup> at 6:00 p.m. until July 25 <sup>th</sup> at 6:00 p.m.
Mother	Father	<b>Labor Day</b> Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	<b>Fall Break</b> 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Father	Mother	<b>Halloween</b> October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Father	Mother	<b>Thanksgiving</b> beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning when school is dismissed for the holiday until December 27 <sup>th</sup> at 7:00 p.m.
Father	Mother	<b>Second Half of Christmas Vacation</b> , December 27 <sup>th</sup> at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Mother	Father	<b>The day before or after child's birthday</b> on the day before or after the actual birth date from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	<b>Child's actual birthday</b> from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

**12. Review of Parent-Time.** Upon twenty-four (24) months of entry of the Decree of Divorce, either party may elect that the parties return to mediation to review the issue of parent-time. This does not preclude either party from requesting mediation before or after the twenty-four month mediation review pursuant to a party filing a Petition to Modify.

**13. Communication.** The parties shall communicate exclusively through the app “Our Family Wizard”. All communication shall be polite, civil, and pertaining to issues regarding the minor children only. Each party is responsible for the cost associated with his/her use of Our Family Wizard.

**14. Right of First Refusal.** Upon the Standard Parent-Time being implemented, each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of four (4) hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

**15. Transportation.** Upon the Standard Parent-time being implemented, transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

**a.** A party exercising the right of first refusal shall provide the transportation both directions.

**b.** If Quentin is beginning his parent-time when the minor children are dismissed from school, Quentin shall be responsible for ensuring the minor children are picked up from school.

**c.** The parent beginning parent-time shall provide the transportation for all other parent-time exchanges, which shall occur at the other parent’s residence.

**d.** The parent-time exchange shall occur curbside, meaning the parent providing the transportation shall remain within touching distance of his/her vehicle and the other party shall remain within touching distance of his/her residence.

e. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the minor child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the minor child by 7 p.m.

**16. Parenting and Educational Plan.** The parties agree to adopt the following Parenting and Educational Plan provisions:

a. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. It is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. The Parties shall timely notify each other of any game schedules, recitals, or other activities in which the children participate that the other parent would not have access to, so that each parent has an equal opportunity to attend and participate fully, except as otherwise restricted by Quentin's criminal protective order;

b. The parties shall each obtain their own information regarding the minor children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information. Both Parties shall timely notify the other of material matters regarding the children's school work, schedule, or mental or physical health, or material accomplishments or successes, or other information. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other



parent within twenty-four (24) hours of receiving the notice;

**c.** Neither party shall consume alcohol or drugs, or abuse prescription drugs within twenty-four (24) hours prior to the commencement of parent-time and during parent-time;

**d.** The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

**e.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

**f.** When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

**g.** The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;

**h.** The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

**i.** For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached;

**j.** The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

**k.** Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children, or in the life of either parent which may inadvertently conflict with the parent-time schedule;

**l.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored (upon the supervision requirement being lifted) communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

**m.** The parties agree that they will not put the minor children in the middle of their disputes;

**n.** The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;

**o.** The minor children will not be used as messengers between the parents;

**p.** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

**q.** Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

**r.** Neither parent will "pump" the minor children regarding information that pertains to the minor children's therapy or suggest or influence the minor children what to say in therapy;

- s.** The parties will not ask the minor children to keep secrets from the other parent;
- t.** Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- u.** Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;
- v.** The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;
- w.** Communication regarding the minor children shall be directly between the parents and shall not involve third parties;
- x.** There shall be no corporal punishment of the minor children;
- y.** The minor children shall be permitted to receive and participate in ordinances of the Church of Jesus Christ of Latter-Day Saints when they reach the natural age to receive those ordinances. If the minor children elect to have Quentin perform the ordinances and Quentin is deemed worthy by his ecclesiastical leaders and it is approved by the children's ecclesiastical leader, Quentin shall be entitled to perform the ordinances;
- z.** The parties agree that the minor children will receive passports. The parties will equally share in the cost and application of the passports. Lyndsai shall be the custodian of the passports. Lyndsai will not unreasonably deny Quentin access to the passports;

**aa.** Lyndsai's home shall be designed home residence for purposes of identifying the appropriate school;

**bb.** Lyndsai shall have sole legal custody of the minor children.

**17. Divorce Education and Orientation Class.** The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within fourteen (14) days of the signing of the parties' Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

**18. Relocation.** The parties shall adopt Utah Code §81-9-209 as the relocation statute shall either party desire to move one hundred fifty (150) miles or more from his/her current residence.

**19. Child Support.** Lyndsai's gross monthly income is \$8,133.00. Quentin's gross monthly income is \$3,467. Based on the sole physical custody child support calculation worksheet for four (4) minor children, Quentin's child support obligation to Lyndsai will be \$701.00 per month, commencing March 1, 2026. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

**a.** Reduction When Child Becomes 18. In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is

automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

**b.**                    Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

**c.** Reduction for Extended Visitation. In accordance with statute, the base child support award shall be reduced by 50% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended visitation; or 25% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for of at least 12 of any 30 consecutive days of extended parent time. Normal parent time and holiday visits to the custodial parent shall not be considered extended parent time.

**d.**                    Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

**20.**                    **Child Care Expenses.** Each party shall pay the child care expenses incurred during his/her parent-time.

**21.**                    **1Medical/Dental Expenses.** In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently Lyndsai is providing the minor children's medical insurance.

**a.**                    2Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children 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 minor children in the instant case.

**b.**                    The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

**c.**                    Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

**d.**                    The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or shall have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Lyndsai's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Quentin's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor children are 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 minor children.

**22. Medical Billing for a Minor Child.** Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order,

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

**23. Extracurricular Activities.** The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time.

**24. Tax Benefits.** Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

**a.** So long as there are four (4) minor children, Lyndsai shall be entitled to claim S.K.M.S. and P.P.T.S. each year for tax benefit purposes and Quentin shall be entitled to claim R.K.T.S. and K.E.K.S. each year for tax benefit purposes.

**b.** When there are three (3) minor children, Lyndsai shall be entitled to claim S.K.M.S. each year for tax benefit purposes, and Quentin shall be entitled to claim R.K.T.S. and each year for tax benefit purposes. The parties shall alternate claiming P.P.T.S. for tax benefit



purposes with Lyndsai receiving the benefit for tax years ending in an even number and Quentin receiving the benefit for tax years ending in an odd number.

c. When there are two (2) minor children, Lyndsai shall be entitled to claim S.K.M.S. each year for tax benefit purposes and Quentin shall be entitled to claim R.K.T.S. each year for tax benefit purposes.

d. At such time as there is only one minor child, the parties shall alternate claiming the child with Lyndsai receiving the benefit for tax years ending in an even number and Quentin receiving the benefit for tax years ending in an odd number.

e. The party ordered to pay child support must be current on his/her child support obligation as of December 31<sup>st</sup> of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.

f. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

25. **Children's Cell Phones.** The parties agree that the minor children shall receive cell phones when they enter the seventh grade.

### **INSURANCE**

26. **Medical Insurance.** The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

27. **Life Insurance.** Each party is awarded any life insurance policies in his or her name.

### **ALIMONY**

**28.** Each party is fully capable of supporting himself/herself, and neither party shall be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

### **ASSETS**

**29. Real Property.** During the marriage, the parties acquired several homes, which marital homes shall be awarded as follows:

**30. Boxcar Home.** During the marriage, the parties acquired a home located at 188 E. Boxcar Lane, Saratoga Springs UT 84045 ("Boxcar Home"). The Boxcar Home shall be awarded as follows:

**a.** Quentin is awarded all rights, title, interest, and equity in the Boxcar Home. Quentin shall assume and pay the monthly mortgage payments and ongoing expenses associated with the home, holding Lyndsai harmless therefrom.

**31. Ballast Home.** During the marriage, the parties acquired a home located at 1148 E. Ballast Lane, Saratoga Springs UT 84045 ("Ballast Home"). The Ballast Home shall be sold and the proceeds divided as follows:

**a.** Until June 15, 2026, Lyndsai shall have the exclusive use and possession of the Ballast home and shall be responsible for payment of the monthly mortgage, sufficient insurance, and utilities, holding Quentin harmless therefrom. Upon June 15, 2026, Lyndsai shall relocate to the Stone Gate Home, and the parties shall be equally responsible for payment of the monthly mortgage, sufficient insurance, and utilities until the home sells.

**b.** The parties shall list the Ballast Home for sale by June 15, 2026 given that the Stone Gate Home will not be available for Lyndsai to relocate until June 1, 2026. The parties

shall list the Ballast Home with realtors Danno and Heather Lommatzsch with Keller Williams Realty, Inc. The parties agree to follow the recommendations of the agent regarding listing price, price adjustments, and consideration of offers. Lyndsai shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows, which shall be handled by the title company:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, to satisfy the Solar Panel Loan;
- iv. Fourth, the remaining proceeds (equity) shall be divided equally between the parties.

**32. Stone Gate Home.** During the marriage, the parties acquired a home located at 221 North Stone Gate Drive, Saratoga Springs, UT 84045 ("Stone Gate Home"). The Stone Gate Home shall be awarded as follows:

- a.** Lyndsai is awarded all rights, title, interest, and equity in the Stone Gate Home. Lyndsai shall assume and pay the monthly mortgage payments, sufficient insurance, and ongoing expenses associated with the home, holding Quentin harmless therefrom.
- b.** Lyndsai shall secure financing on the home or assume the loan, removing Quentin from all liability on the home within twelve (12) months of entry of the Decree of Divorce, or at such time as interest rates reach 3.0% or lower, an amount equal to Quentin's home mortgage rate, whichever comes first. Neither party will further encumber the home so long as Quentin

remains on the mortgage and title. Lyndsai may obtain a new mortgage in her name to remove Quentin from liability.

c. At such time as Lyndsai has removed Quentin from the mortgage, Quentin shall quit claim his interest in the home to Lyndsai contemporaneously with Quentin's name being removed from the mortgage.

d. If Lyndsai does not timely make a payment to the mortgage, the home shall be listed for sale to remove Quentin from the liability. If Lyndsai has not removed Quentin from the mortgage within twelve (12) months of the entry of the Decree of Divorce or of rates reaching 3.0%, the home shall be listed for sale to remove Quentin from the liability. If it is determined that the home will be sold, the proceeds of the sale shall retire the mortgage removing Quentin from the liability, and Lyndsai shall be awarded all remaining proceeds from the sale.

**33. Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2018 Toyota Sienna	Lyndsai
2013 Nissan Sentra	Lyndsai
2008 Ford Explorer	Quentin

a. The parties shall sign over the title to any vehicle awarded to the other within thirty (30) days of the signing of the Stipulation.

b. Each party shall be responsible for insurance, maintenance, and costs and expenses for the vehicle in his/her name.

**34. Personal Property.** The parties acquired personal property during the marriage, which shall be awarded as follows:

<i>Description</i>	<i>Awarded To</i>
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Box of Kitchenware	Quentin
Air Fryer	Quentin
All of the contents in the Guestroom/Gaming Room	Quentin
Bissell Carpet Cleaner	Quentin
Tools in the Garage (excluding Yard care tools and lawn mower)	Quentin
Grill from Felix	Quentin

a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as otherwise indicated within the parties' Stipulation.

b. Quentin shall arrange for an individual to pick up the items of personal property awarded to him from the Ballast home within thirty (30) days of the signing of the parties' Stipulation, at a time mutually agreed upon by the parties. The parties must agree to the individual arranged to pick up the items. Lyndsai will not unreasonably withhold permission on the individual permitted to the home.

35. **Marital Animal.** The parties acquired a dog, Baylee, during the marriage. The marital dog will travel overnight with the children for the children's benefit when the parent-time transitions to overnight. The parties shall equally share in the reasonable and necessary veterinary costs associated with the marital dog.

36. **Bank Accounts.** Each party shall be exclusively awarded any and all bank accounts held in his/her own name, free and clear from any claim by the other party.

<i>Bank/Financial Institution</i>	<i>Approx. Balance at Separation</i>	<i>Awarded To:</i>
Hawaii FCU Checking	\$8,688.97	Quentin
Hawaii FCU Savings	\$1,382.45	Quentin
Hawaii USA Fed Savings	\$158.00	Lyndsai
MACU – Money Market (Stone Gate security deposit)	\$2,969.88	Lyndsai
MACU Savings	\$179.87	Lyndsai

**37. Retirement Accounts/Investment Accounts.** The parties acquired retirement accounts and investment accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Hawaii Employee Systems	\$19,492.19	Lyndsai
URS 457	\$5,491.50	Lyndsai
URS 401k	\$5,124.83	Lyndsai
URS Pension	\$8,139.17	Lyndsai
T. Rowe Price Retirement Account	\$213,696.96	Paragraph (a) Below

**a.** Quentin acquired a T. Rowe Price Retirement Account during the marriage with a balance of \$213,696.96 as of the date of separation, which Quentin has since withdrawn from. To equalize the marital estate, Quentin shall transfer \$111,635.52 of the T. Rowe Price Retirement Account to Lyndsai.

**b.** Neither party will borrow against or withdraw from the retirement account prior to its division.

**c.** The parties shall have attorney Dave Hunter prepare a Qualified Domestic Relations Order (QDRO) needed for the division of the retirement account.

**d.** The parties will equally share the costs associated with the preparation of the QDROs.

**e.** The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDROs.

### **DEBTS**

**38.** The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
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Ballast Mortgage	\$485,434.47	See Ballast Home Paragraph herein
Stone Gate Mortgage	\$310,158.73	Lyndsai
Stone Gate HELOC	\$78,153.91	Lyndsai
Stone Gate Water Softener Loan	\$7,129.00	Lyndsai
Boxcar Mortgage	\$217,949.42	Quentin
American Express Citi Card	\$8,705.00	Lyndsai
Quentin's credit cards	-	Quentin

**a. Joint Accounts.** Neither party will incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of the parties' Stipulation.

**b. Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

**c. Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

**d. Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

**e. Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

#### MISCELLANEOUS

**39. Future Taxes.** The parties shall file married filing jointly for the tax year 2025 and equally share in any tax preparation cost, tax refund, or tax liability. Thereafter, the parties shall file separately. For the Tax Year 2026 (and until such time as the home is sold), the parties shall equally share in the deduction for the mortgage interest on the Ballast Home.

**40. Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of the parties' Stipulation.

**41. Mediation.** The parties shall attend mediation prior to, or simultaneously with filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

**42. Mutual Restraining Order.** Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, "disparaging or derogatory" shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor children, that party shall take immediate steps to remove the children from such circumstances. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party. Neither party shall enter the residence of the other without that party's express permission. Both parties are prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on



any social media platform. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

**43. Asset Division/Financial Claims.** The parties' Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of the parties' Stipulation.

**44. Former Name.** An order shall enter restoring Lyndsai to her former name of Lyndsai Kainoa, shall she so desire.

**45. Identity.** Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

**46. Execution of Final Documents.** Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of this Decree of Divorce.

**47. Final Stipulation.** The parties' Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the parties' Stipulation shall have any force or effect. Lyndsai and Quentin are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. Lyndsai and Quentin are satisfied that the Stipulation and this resulting Decree of Divorce are fair and reasonable. There are no questions Lyndsai and Quentin have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the parties' Stipulation and this resulting Decree of Divorce.

**48. Criminal Protective Order.** Quentin presently has a criminal protective order against him – Case #251403479. Nothing in the parties’ Stipulation or the resulting Decree of Divorce shall relieve Quentin from complying with the requirements of that protective order. Quentin acknowledges that the criminal protective order is still in full force and effect.

**49. Full Disclosure.** Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this Decree of Divorce represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

**50. Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

**51. Effective Date.** The parties’ Stipulation became effective when signed by all parties on February 26, 2026.

**\*\*\*END OF ORDER\*\*\***

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, the judicial authority who has affixed a signature to this order shall appear at the top of the first page.

APPROVAL AS TO FORM:

/s/ \_\_\_\_\_

STEPHEN SURMAN,

Attorney for Respondent

*Electronic signature made with*

*permission on \_\_\_\_\_,*

*pursuant to Utah Code §46-4-201(4).*

**RULE 7(j)(4) NOTICE AND  
CERTIFICATE OF SERVICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Shall no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court. I hereby certify that on the following date, I caused a true and correct copy of the foregoing, proposed order to be sent and therefore served by electronic delivery via email upon the following:

Stephen Surman, *Attorney for Respondent*  
PEARSON BUTLER LAW  
stephens@pearsonbutler.com

Dated this 16<sup>th</sup> day of March 2026.

/s/ Ashton J. Burrows

ASHTON J. BURROWS  
DANA D. BURROWS  
Attorneys for Petitioner