



Preston Day (15408)  
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*Attorney for Petitioner*

IN THE FOURTH DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of:	
MICAH KELLY,	<b>DECREE OF DIVORCE</b>
Petitioner,	
and	Case No. 264400145
LINH KELLY,	
Respondent.	Judge Tony F Graf Jr Commissioner Marian Ito

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

**JURISDICTION**

1. Petitioner is a resident of Utah County, State of Utah, and has been for at least three (3) months prior to the commencement of this action.
2. The parties were married in Salt Lake County, Utah, and have since remained husband and wife.
3. The separated in November 2024.

### **GROUND FOR DIVORCE**

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

### **CHILD CUSTODY AND PARENTING PLAN**

5. The parties have two children together:

<b><u>Child:</u></b>	<b><u>Date of birth:</u></b>
RAK	January 11, 2019
IPK	April 1, 2017

### **PHYSICAL AND LEGAL CUSTODY**

6. The parties are fit and proper parents and shall be awarded joint physical custody of the minor children. The parties parent time schedule shall be as the parties agree. If the parties are unable to agree, their parent time schedule shall be set pursuant to Utah Code §81-9-305.

7. The parties will implement a parent-time schedule with each parent having two days during the week and alternating weekends in a rotating two-week arrangement, illustrated as follows:

<b>Day</b>	<b>Week 1</b>	<b>Week 2</b>
Monday	Micah	Linh
Tuesday	Micah	Linh
Wednesday	Linh	Micah
Thursday	Linh	Micah
Friday	Micah	Linh
Saturday	Micah	Linh
Sunday	Micah	Linh

8. The parties shall alternate major holidays each year or split them to ensure fair and equitable time with the children during special events. The holiday parent-time schedule will be as the parties agree. If the parties cannot agree, they shall consult with a neutral mediator, with the cost of mediation shared equally between the parties. If mediation does not resolve the disagreement, the rotation for holiday parent-time will follow Utah Code 30-3-35.2 (4)(b).

9. The parties shall be awarded joint legal custody of the minor children. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their children. The major decisions concerning their children's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of the parties. However, in the event of disagreement regarding an important decision, the parties shall attend mediation before bringing the matter to the court. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

10. Regarding educational decisions, both parties will decide where the children attend school. In addition, both parties will work together to make education decisions for the children. If the parties cannot agree, then they will consult a mediator to resolve any disagreements.

11. The children shall attend Belmont Elementary during the school week, with transportation to and from school being the responsibility of the parent currently exercising parent time. The children will remain enrolled at Belmont Elementary until they graduate from 6th grade or until they no longer reside at the marital residence. The children will then attend the feeder schools that flow from Belmont Elementary.

#### **PARENTING PLAN**

12. Unless otherwise agreed upon, the receiving parent will provide transportation of the children.

13. If either party moves more than 150 miles from the other, the parties will be bound by U.C.A. § 81-9-209.

14. The parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their children to deliver messages. The parties will use phone contact for emergencies or changes the date of the exchange.

15. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

16. When the children travel with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the children or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the children's location. The parent taking the children on trips or vacation will be responsible for all costs associated with the travel.

17. The parties shall take affirmative steps to share school activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs extracurricular activities, and any sporting events their children may be involved in.

18. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the children or in the life of either parent which may

inadvertently conflict with the visitation schedule.

19. The parties shall not make disparaging remarks to one another or to their children about one another in the children's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using drugs or drinking to intoxication during parent time. Both parties are mutually restrained from harassing or threatening the other party.

20. If the parties have any future disagreement pertaining to their children generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future should an emergency arise which would make formal negotiation impractical.

21. Each party shall be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon, in writing, extracurricular activities that the minor children might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

22. The parties shall abide by U.C.A. § 81-6-208. Petitioner shall be ordered to secure and maintain health insurance for the children. The premium expenses for the children shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

23. The parties shall share equally all reasonably necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. The party who incurs medical or dental

expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor children as indicated.

24. If, at any point in time, the children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and health, hospital, or dental insurance plan of Respondent shall be the secondary coverage for the dependent children. If either parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent children.

25. Petitioner and Respondent shall each be individually responsible for their own child-related childcare expenses.

26. For the 2024 tax year, Petitioner will claim all children, including TP (referenced hereafter), on his taxes.

27. Beginning with the 2025 tax year, Petitioner will always claim RAK and Respondent will always claim IPK for tax purposes. The parties will alternate years claiming TP, with Petitioner claiming in 2025 and the parties will alternate years thereafter. When there is one child remaining, the parties shall alternate years claiming the remaining child, with Petitioner claiming the child in the first applicable year.

28. The parties shall alternate major holidays each year or split them to ensure fair and

equitable time with the children during special events. The holiday parent-time schedule will be as the parties agree. If the parties cannot agree, they shall consult with a neutral mediator, with the cost of mediation shared equally between the parties. If mediation does not resolve the disagreement, the rotation for holiday parent-time will follow Utah Code 30-3-35.2 (4)(b).

29. The parties shall maintain regular communication and use a shared calendar to coordinate the children's activities and transitions effectively.

30. The parties shall remain flexible in accommodating adjustments to the parent-time schedule as necessary to account for school schedules, extracurricular activities, or any special events the children wish to attend.

#### **CHILD SUPPORT**

31. Child Support shall be calculated as according to Utah Code Ann. § 81-6-107 *et seq.*

32. Petitioner is currently employed and earns a gross monthly income of \$14,583.00.

33. Respondent is currently employed and shall be imputed a minimum wage income of \$1,257.00.

34. Petitioner shall pay to Respondent child support in the amount of \$954.00 per month.

35. Petitioner's child support obligation shall be subject to mandatory income withholding.

36. Child support commences only after Respondent has moved out of the house. Respondent is permitted to remain in the house through the holidays, provided both parties agree that the arrangement is suitable. Any extension beyond this time frame, such as six months or one year, would require a written agreement between the parties, detailing the timeline and any applicable conditions.

37. 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.

38. The child support is payable one-half on the 5<sup>th</sup> day of each month, and the other half on the 20<sup>th</sup> of each month.

### **STEPCHILD CUSTODY AND VISITATION**

39. Pursuant to Utah Code §81-9-402, Petitioner shall be granted joint custody and visitation rights with respect to the minor child, TP (DOB: 11/05/2012).

40. Petitioner has intentionally assumed the role and obligations of a parent with respect to TP.

41. Petitioner and TP have formed a substantial emotional bond and created a parent-child type relationship.

42. Petitioner substantially contributed emotionally and/or financially to the minor child's well-being.

43. The assumption of the parental role is not the result of a financially compensated surrogate care arrangement.

44. The continuation of the relationship between Petitioner and TP is in TP's best interest.

45. The loss or cessation of the relationship between Petitioner and TP would substantially harm TP.

46. TP currently resides in Utah County, State of Utah.

47. Petitioner shall be awarded the same physical custody schedule as is granted him with regard to his biological children.

48. Throughout the time in which Petitioner has joint physical custody parent time privileges with TP, Petitioner shall pay an additional amount to the Respondent equivalent to the difference



in calculations between 2 and 3 children using the child support calculator.

49. As such, Petitioner shall pay to Respondent \$131 per month throughout the time in which Petitioner has joint physical custody parent time privileges with TP.

50. The minor child, TP, shall have her name changed from Tzionya Pham to Tzionya Kelly. This shall be done at Petitioner's expense.

### **ALIMONY**

51. Both parties are fully capable of supporting themselves, and neither shall be ordered to pay any amount of alimony to the other, both now and in the future.

### **PERSONAL AND REAL PROPERTY**

52. During the marriage, the parties acquired certain items of personal property. The parties' items of personal property shall be divided equitably.

53. Respondent shall be awarded the 2020 Toyota Highlander, and the Petitioner will make the remaining loan payments.

54. All bank accounts, whether jointly or separately owned, shall be awarded to their respective owner.

55. All retirement accounts shall be awarded to Petitioner.

56. Petitioner shall be awarded exclusive possession of the marital residence located at 3948 N New Land Loop, Lehi, Utah 84043. In lieu of sale, Petitioner shall pay Respondent \$40,000 from the equity, less \$20,152.98, which is the amount that Petitioner paid toward Respondent's credit cards in December. This leaves a remaining amount of \$19,847.02 to be paid to Respondent. Upon receipt of this payment, Respondent shall relinquish all rights to the property's value and physical premises, executing a quitclaim deed, granting all her interest in the marital residence to Petitioner.

### **ALLOCATION OF MARITAL DEBTS**

57. During the marriage, the parties incurred certain debts. The parties shall be ordered to pay and assume the debts in their own name. If there are any joint debts, Petitioner shall be solely responsible for those debts.

58. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

59. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

60. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

61. The expenses and debts which are ordered to pay, herein, shall be considered to be “in the nature of family support” for bankruptcy purposes.

### **MISCELLANEOUS PROVISIONS**

62. The parties shall cooperate in determining a tax filing strategy for the 2024 tax year that maximizes preservation of the marital estate.

63. Respondent shall be entitled to keep her married name if she so desires.

64. Petitioner agrees to guarantee Respondent the right to remain in the current residence for a minimum period of two months from the date of this agreement. Any extension beyond this period will be based on mutual agreement between the parties and contingent upon continued

cooperation and suitability of the arrangement.

65. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Divorce.

66. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

67. All parties shall be responsible for their own legal expenses and representation.

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2. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

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- 42. **Approved as to form:**
- 43.
- 44. /s/
- 45.
- 46. (Approved via xx/xx/2026 email)

**NOTICE TO PARTIES:**

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner’s Attorney, Preston B. Day, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

**CERTIFICATE OF SERVICE**

I certify that on January 15, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Linh Kelly  
lalemonkelly86@gmail.com  
*Respondent*

/s/ **Preston B. Day**  
Preston B. Day  
*Attorney for Petitioner*