

The Order of the Court is stated below:

Dated: May 28, 2026
11:46:12 AM

/s/ ANTHONY HOWELL
District Court Judge



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**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE
OF:

KENDELL DAVIES

and

KIMBERLY DAVIES

DECREE OF DIVORCE

Case No.: 254402851

Judge Shawn R. Howell
Commissioner Marla Snow

This matter comes before the Court on the Findings of Fact and Conclusions of Law previously entered by the Court. The Court, having reviewed the pleadings filed in the above-captioned matter and the Stipulation and Settlement Agreement entered into by the parties ("Stipulation"), and otherwise being fully advised in the premises, now enters this 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.** Kendell and Kimberly were married on June 5, 1999, and are currently married. The parties separated on or about October 16, 2025.
- 3. Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. Accordingly, the bonds of matrimony between the parties shall be terminated upon entry of this Decree of Divorce by the Clerk of Court.
- 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, two (2) of whom remain minors:

Minor Children's Initials	Month & Year of Birth
K.D.	April 2010
K.D.	October 2013

10. Custody. The parties shall share joint legal custody and joint physical custody of the minor children.

11. Parent-Time. Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §81-9-305, with the following modifications:

a. The parties shall encourage the minor child, K.D. (date of birth April 2010), to maintain a positive and meaningful relationship with both parents and to participate in parent-time with Kendell. Neither party shall take any action intended to undermine, damage, or interfere with the minor child's relationship with the other parent.

b. Regular Weekly Parent-Time. The regular weekly parent-time shall rotate between Week 1 and Week 2, as indicated in the below table. On weekdays during which the minor children have school and Kendell is scheduled to work, Kendell shall

drop off the minor children at Kimberly's residence by 7:00 a.m. and shall pick up the minor children from Kimberly's residence by 6:00 p.m.

Overnights	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Dad	Dad	Mom	Mom	Mom	Mom	Mom
Week 2	Dad	Dad	Mom	Mom	Dad	Dad	Dad

c. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	President's Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	Spring Break 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	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th July 3 rd at 6:00 p.m. until July 5 th at 6:00 p.m.
Father	Mother	July 24th July 23 rd at 6:00 p.m. until July 25 th at 6:00 p.m.
Mother	Father	Labor Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	Columbus Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Mother	Father	Fall Break 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	Halloween October 31 st 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.
Mother	Father	Veteran's Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Father	Mother	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27 th at 7:00 p.m.

Father	Mother	Second Half of Christmas Vacation , December 27 th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Mother	Father	The day before or after child's birthday 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	Child's actual birthday 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.

d. 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. In calendar years ending in an even number, Kendell shall have the first choice of summer parent-time. In calendar years ending in an odd number, Kimberly 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 May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 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.

12. Right of First Refusal. 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 overnight or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

13. Transportation. 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. Except as otherwise indicated herein, parent-time exchanges shall occur at the minor children's school when school is in session. The party ending parent-time shall ensure the minor children are delivered to school and the party beginning parent-time shall ensure the minor children are picked up from school.

c. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

d. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

14. Parenting and Educational Plan. The parties have agreed 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. As joint legal custodial parents, 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. Both parties shall be entitled to attend and participate fully. 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. 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;

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

c. 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;

d. 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;

e. 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;

f. 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;

g. 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;

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

i. Special consideration should 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;

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored 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;

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

l. 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;

m. The minor children will not be used as messengers between the

parents;

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

o. Each party will have adequate clothing for the minor children at his/her residence;

p. 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;

q. The parties will not ask the minor children to keep secrets from the other parent;

r. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

s. 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;

t. 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;

u. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

v. The minor children shall remain in their current schools/feeder schools;

w. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments; and,

x. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, the parties shall meet with and discuss the issue with an expert in the field of the dispute. If the parties are still unable to agree after meeting with and discussing the issue with an expert in the field of the dispute, they shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

15. 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 this Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

16. Child Support. The parties agree the child support shall be calculated with Kendell exercising 145 overnights of parent-time each year and Kimberly exercising 220 overnights of parent-time each year, regardless of the parent-time arrangement.

Kendell's gross monthly income is \$8,782. Kimberly's gross monthly income is at \$877.

Based on the joint custody child support calculation worksheet for two (2) minor children, with Kendell having the minor children 145 overnights each year and Kimberly having the minor children 220 overnights each year, Kendell's child support obligation to Kimberly will be \$1,199 per month, commencing May 1, 2026. At such time as there is only one (1) minor child, Kendell's child support obligation to Kimberly will be \$736 per month. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. 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.

b. 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.

c. 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.

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

17. Child Care Expenses. Due to the age of the minor children, there is no child care.

18. 2Medical/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 Kendell is providing the minor children's medical insurance.

a. The parties agree that if both parents are providing medical insurance for the minor children, each party will pay for the premium associated with the medical insurance he or she is providing for the minor children, without reimbursement or contribution from the other. If only one parent is providing medical insurance for the minor children, 3each 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. If the minor children are double covered, either parent may cancel their coverage upon thirty (30) days' notice.

b. If only one parent is providing medical insurance for the minor children, 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 should 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, Kendell's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Kimberly'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.

h. 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.

19. School Registration and Fees. The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

20. Payment of School Fees. When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 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 the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

21. 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.

22. 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 two (2) minor children, Kendell shall be entitled to claim the minor child born in 2010 each year for tax benefit purposes and Kimberly shall be entitled to claim 2013 each year for tax benefit purposes.

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

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

d. 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.

MEDICAL INSURANCE

23. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

ALIMONY

24. In lieu of alimony, the property settlement and debt allocation referred to herein satisfies any and all claims Kimberly has against Kendell for alimony. Therefore, neither party will be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

ASSETS

25. Business Interest. Kendell is awarded all right, title, and interest in Kendell T. Davies DMD PLLC, dba Davies Family Dental, including but not limited to inventory, intellectual property, accounts receivable, goodwill, and business-related personal property. Kendell shall assume sole responsibility for all debts and obligations associated with the business and shall indemnify and hold Kimberly harmless from any and all past, present, or future liabilities, obligations, or claims related to the business.

Kimberly hereby waives any and all rights, claims, or interest in the business, now and in the future.

26. Brite Family Dental. Kendell is hereby awarded any and all proceeds derived from the sale of Brite Family Dental, free and clear of any claim, by Kimberly. Kimberly waives any and all claims to the proceeds from the sale of Brite Family Dental.

27. Marital Home. The marital home located at 1408 North 450 West, Pleasant Grove, Utah, shall be awarded as follows:

a. Kimberly shall have the exclusive use and possession of the marital home and shall be solely responsible for payment of the monthly mortgage, utilities, and all other expenses associated with the home, holding Kendell harmless therefrom.

b. Neither party shall increase the debt owing on the marital home so long as both parties names remain obligated on the mortgage.

c. Within ninety (90) days from the entry of the Decree of Divorce, Kimberly shall pay off the mortgage or refinance the mortgage solely into her, removing Kendell from all liability.

d. Contemporaneously with Kimberly paying off or refinancing the mortgage, removing Kendell from all liability, Kendell shall execute a quit claim deed transferring all right, title, and interest in the marital home to Kimberly, and Kimberly shall be awarded all right, title, interest, and equity in the marital home.

e. If Kimberly fails to pay off the mortgage or refinance the mortgage solely into her name within ninety (90) days of the entry of the Decree of Divorce, the home shall be sold. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, the remaining proceeds shall be awarded to Kimberly.

28. 1350 West Property. After the parties' separation, Kendell acquired a home located at 271 North 1350 West, Pleasant Grove, Utah. Kendell is awarded all right, title, interest, and equity in the 1350 West home, and shall assume and pay all debt associated with the home, holding Kimberly harmless therefrom.

29. Spanish Fork Property. Kendell is awarded all of the parties' right, title, interest, and equity in the real property located at 713, 723, 729, and 749 North Main Street, Spanish Fork, Utah, and shall assume and pay all debt associated with the property, holding Kimberly harmless therefrom.

30. North County Blvd. Property. Kendell is awarded all of the parties' right, title, interest, and equity in the real property located at 2085 West 450 South, North County Blvd., Pleasant Grove, Utah, shall assume and pay all debt associated with the property, holding Kimberly harmless therefrom.

31. Cedar Property. Kendell is awarded all of the parties' right, title, interest, and equity in the Cedar property, and shall assume and pay all debt associated with the property, holding Kimberly harmless therefrom.

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

<i>Vehicle Description</i>	<i>Awarded to:</i>
2020 GMC Sierra 1500	Kendell
2024 Toyota Sienna	Kimberly
2024 Toyota Corolla	Kimberly
2026 Toyota Corolla Cross	Kendell
2025 Subaru Crosstrek	Kendell

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing this Stipulation. The parties will also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.

b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

33. 4Personal Property. During the marriage, the parties acquired personal property. Each party is awarded the personal property which is now in their individual possession or under their individual control, except as otherwise indicated within this Stipulation.

34. Bank Accounts. The parties acquired bank accounts during the marriage, which shall be awarded as follows:

<i>Bank/Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded To:</i>
Zions Bank Checking	****7428	\$6,571.92	Kendell
Zions Bank Checking	****4752	\$275.72	Kendell
Zions Bank	****6072	\$6,887.44	Kendell
Zions Bank	****2100	\$9,434.21	Kendell
Zions Bank	****1093	\$29,061.74	Kendell
Zions Bank Savings	****6520	\$17,458.80	Kendell
Zions Bank Savings	****5712	\$26.38	Kendell
Zions Bank Savings	****5753	\$2,761.07	Kendell
Alpine Credit Union Savings	****6633	Balance	Kimberly
Alpine Credit Union Checking	****6633	Balance	Kimberly
Alpine Credit Union Checking/Savings	****7403	\$247.95	Kendell
MACU Checking/Savings	****6813	\$3,184.07	Kendell
UCCU	-	\$98.24	Kendell
Wells Fargo Bank	-	\$3,714.97	Kendell
MACU Checking	****8720	Balance	Kimberly
MACU Savings	****8720	Balance	Kimberly
MACU Money Market	****8720	Balance	Kimberly

35. 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>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded To:</i>
Fidelity Joint WROS	****0773	\$35,050.18	Kimberly
Fidelity Individual	****6080	\$115,273.89	Kimberly
Fidelity Individual	****4719	\$658,264.96	\$358,264.96 to Kendell \$300,000 to Kimberly
Fidelity Individual	****6643	\$1,015.70	Kendell
Fidelity Individual	****9939	\$372,091.75	Kimberly
Fidelity Individual	****7969	\$357,169.35	\$57,169.35 to

			Kendell \$300,000 to Kimberly
Fidelity	****3636	\$138.92	Kendell
Fidelity Individual	****0300	\$9,263.48	Kendell
Fidelity Individual	****9941	\$6,663.98	Kendell
Fidelity Individual	****9945	\$4,538.15	Kendell
Fidelity Joint	****6864	\$599,542.87	Kimberly
DWA Fidelity Custodian Ind.	****0302	\$21,370.68	Kimberly
DWA Fidelity Custodian Ind.	****3136	\$697.47	Kendell
DWA Fidelity Custodian Ind.	****3149	\$22,081.22	Kimberly
Fidelity	****2301	\$1.76	Kendell
Fidelity HSA	****0116	\$118,800.60	½ each
Tasty Trade	-	\$89,842.63	Kendell
Robinhood	****8161	\$7,997.28	Kendell
Fundrise	-	\$30,993.42	½ each
Treasury Direct	****096	\$6,780.00	½ each
Underdog	-	\$2,000.00	½ each
Drive Wealth Advisors	-	\$66,125.70	½ each
Utah Retirement Systems Pension	-	Defined Benefit	Kimberly
Utah Retirement Systems 457	-	Unknown	Kimberly
401(k) Retirement Account	-	\$80,155.97	Kimberly
Roth Pers	-	\$974.97	Kimberly
Roth Managed IRA	****6865	\$299,284.63	Kimberly
Fidelity IRA	-	\$1.32	Kimberly
Fidelity Individual	****8085	\$1,029.63	Kimberly
Fidelity Individual	****3591	\$350.30	Kimberly
Fidelity Individual	****4843	\$103.43	Kimberly
Fidelity 401(k) Retirement Account	****8069	\$94,086.52	Kendell
Roth Pers	-	\$51,917.57	Kendell
Fidelity Roth Managed IRA	****6866	\$262,346.97	Kendell
Fidelity Traditional IRA	-	\$1,072.80	Kendell
Capital Group Roth IRA	****3104	\$40,401.58	Kendell

- a. Kendell shall transfer to Kimberly all funds awarded to Kimberly herein that do not require a Qualified Domestic Relations Order (QDRO) within twenty (20) days of the entry of the Decree of Divorce.

b. If any retirement accounts require a QDRO, the parties shall have a mutually agreed upon attorney prepare QDROs needed for the division of the retirement accounts. The parties will equally share the costs associated with the preparation of the QDROs.

36. Life Insurance Policies. During the marriage, the parties acquired whole life insurance policies, which shall be awarded as follows:

<i>Life Insurance Company</i>	<i>Acct. #</i>	<i>Cash Value</i>	<i>Awarded to</i>
New York Life	****6002	\$1,300.37	Kendell
New York Life	****4220	\$893.94	Kendell
New York Life	****6985	\$6,814.98	Kendell
New York Life	****6393	\$1,170.89	Kendell
New York Life	****8179	\$6,398.71	Kendell
Northwestern Mutual	****8924	\$7,393.68	Kendell
New York Life	****0153	Balance	Kimberly

DEBTS

37. 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>
Provident Mortgage (mortgage on marital home)	\$382,109.65	Kimberly
Zions Bank (mortgage on 1350 West property)	\$374,617	Kendell
UCCU (mortgage on Spanish Fork properties)	\$1,000,137.24	Kendell
UCCU (mortgage on North County Blvd. property)	\$2,022,182.09	Kendell
Loan on Cedar Property	\$50,919.60	Kendell
Wells Fargo (loan on 2026 Toyota Corolla Cross)	\$29,642.18	Kendell
Chase (loan on 2025 Subaru Crosstrek)	\$16,478.43	Kendell
Small Business Administration (SBA) Loan (#9100)	\$878,755	Kendell

Small Business Administration (SBA) Loan (#7106)	\$366,434	Kendell
Clarion Financial	\$88,212	Kendell
Sloan Servicing (#5843)	\$133,188	Kendell
New York Life Loan (#6002)	\$6,564	Kendell
New York Life Loan (#4220)	\$3,787	Kendell
New York Life Loan (#6985)	\$43,469	Kendell
New York Life Loan (#6393)	\$5,499	Kendell
Northwestern Mutual Loan (#8924)	\$24,626	Kendell
New York Life Loan (#8179)	\$24,665	Kendell
Credit Cards in Kendell's Name	Balance	Kendell
Credit Cards in Kimberly's Name	Balance	Kimberly

- a. **Joint Accounts.** Neither party will incur any additional liability on joint credit cards or any joint accounts.
- 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

38. 2025 Tax Return. The parties shall cooperate in filing a joint tax return for the 2025 tax year. The parties shall equally divide the cost of the tax preparation, and shall equally pay any taxes owing or equally divide any tax refund. Kendell represents that he has timely paid all quarterly tax estimates for the 2025 tax year.

39. Japan Trip. Kendell agrees to pay Kimberly \$6,000 within twenty (20) days of the entry of the Decree of Divorce as her value of the Japan trip.

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 this 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. Asset Division/Financial Claims. This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.

43. Mutual Restraining Order. The parties agree to the following mutual restraining order language:

- a.** 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.
- b.** Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.
- c.** Neither party shall enter the residence of the other without that party’s express permission.
- d.** 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.
- e.** 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.

44. Former Name. An order should enter restoring Kimberly to her former name of Kimberly Nuttall, should 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. The parties agree that a final Decree of Divorce may be entered reflecting the terms of this Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

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

****THIS ORDER SHALL BE EFFECTIVE WHEN DATED AND STAMPED ON PAGE ONE.****

APPROVED:

s/ Stephen Spencer_
Stephen Spencer
Attorney for Respondent

CERTIFICATE OF SERVICE

On this 7th day of May, 2026, I e-filed/e-mailed/mailed a true and correct copy of the foregoing **Decree of Divorce** to the following:

Stephen Spencer
stephen@rcglawgroup.com

/s/ Matthew R. Howell