



JILL L. COIL (USB #13049)
GABRIELLE JONES (USB #17252)
CRYSTAL ANDERSON (USB #18837)
COILLAW LLC
10815 South 700 East
Sandy, Utah 84070
Telephone: (801) 884-3775
Facsimile: (801) 401-7850
Email: jill@coillaw.com
gabi@coillaw.com
crystal@coillaw.com

Attorneys for Petitioner

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

In the matter of the marriage of

KATHRYN GRACEN MOATS,

Petitioner,

and

BENJAMIN THOMPSON,

Respondent.

DECREE OF DIVORCE

Civil No. 254300134
Judge JARED ELDRIDGE
Commissioner MARIAN ITO

The Court, having reviewed the parties' Stipulation and Settlement Agreement ("Agreement") as entered and other papers on file in this matter, having entered appropriate Findings of Fact and Conclusions of Law, and otherwise being fully and informed the premises, for good cause appearing hereby ORDERS, ADJUDGES and DECREES as follows:

1. **Jurisdiction.** The parties are residents of Utah County, State of Utah, and have been for more than three (3) months immediately prior to filing this action.

2. **Marriage Information.** The parties entered a marital relationship on May 10, 2024. The parties separated on October 4, 2025.

3. **Divorce.** The parties are hereby granted a divorce based upon their irreconcilable differences causing a breakdown of the marriage relationship. Utah Code § 81-4-405(h).

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.

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code § 78B-3a-201.

7. **Minor Children.** There have not been any children born as issue of this marriage, and none are expected.

8. **Mutual Restraining Orders.** The parties are hereby restrained from bothering, annoying, or attempting to bother, the other. The parties shall be expected to restrict their communication to reasonable times. The parties may communicate directly and with a neutral third-party to resolve the issue of personal property. Otherwise, unless mutually agreed upon by the parties in writing, communication shall occur via text message or email. In the event of an emergency, the parties may communicate with each other via telephone.

9. Each party shall further refrain from accessing, intercepting, or interfering with the private correspondence, email, text messages, or electronic communications of the other party, and from monitoring or tracking the other party's movements through surveillance or electronic means without consent or order of the Court. Neither party shall encourage, direct, or permit others to engage in such conduct on their behalf.

10. The parties shall not enter the residence of the other party without permission from that party. The parties shall not intentionally appear within reasonable proximity to the other party's immediate place of employment or residence, except that Wife may appear at such places when necessary in the course of her employment as a first responder.

11. The parties are restrained from making comments, posts about, or sharing photos of the other party or this litigation on social media including, but not limited to, Facebook, Instagram, Snap Chat, etc.

12. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the Mutual Restraining Order and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations.

13. **Expungement of Husband's Criminal Record.** Wife shall cooperate as necessary in Husband's request to have the criminal protective order against Husband expunged. With Wife's cooperation related to the expungement, the parties shall consider any claims related to the issue as resolved. Husband shall pay any attorney's fees necessary related to the expungement.

DIVISION OF ASSETS AND LIABILITIES

14. **Separate and Premarital Property.** Each party is awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein. The parties separated on or about October 4, 2025. Each party is awarded their separate property acquired after the parties separated on or about October 4, 2025. Husband is awarded the STABLE Account Plan ***2696

with a current balance of approximately \$554.16, which account Husband opened after the parties separated.

15. Wife has reclaimed certain of her premarital property, namely her futon, coffee table, and cube organizer bookshelf, from the marital apartment.

16. By May 31, 2026, Wife will remove the remainder of her premarital and separate property from the apartment at a date and time mutually agreed upon by the parties. Wife may bring up to two other individuals, mutually agreed to in writing, to assist her in moving her property out of the apartment. Husband will not unreasonably withhold permission on the individuals to help Wife remove her property from the apartment.

17. **Personal Property.** The parties have mutually created a master list of personal property. The parties shall cooperate in equitably dividing the marital items of personal property not otherwise awarded herein. To the extent that any items have been broken, lost, or used up since the time of separation, the parties may agree to a reasonable reimbursement for those items as part of their personal property settlement.

18. **Process for Division of Personal Property.** The parties have already divided their personal property, upon the following terms found in their Stipulation: The parties and a neutral third party shall appear at the marital residence at a mutually agreed upon date and time and shall make best efforts to bring all items of marital property from the master list to that meeting. The parties shall mutually agree in advance on a third party to assist them in dividing the property. The meeting shall occur on or before Tuesday, May 26, 2026. Husband will provide by Saturday, May 23, 2026, the names of three (3) neutral, known, cost-effective, third persons to

help the parties divide the property. Wife will select one (1) of the three (3) names within twenty-four hours of receipt of the names from Husband.

19. **Titled Vehicles/Assets.** Prior to the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles are awarded along with all liability and maintenance thereof as follows:

a. WIFE shall be awarded the 2013 Nissan Rouge, along with all liability and maintenance thereof.

b. HUSBAND shall be awarded the 2005 Toyota Tundra, along with all liability and maintenance thereof.

c. Each party will be responsible for any debt remaining on his or her vehicle.

20. **Financial Accounts.** The parties received cash for a Honeymoon Fund of approximately \$1,100.00. The parties shall equally divide the honeymoon cash fund within thirty (30) days of the signing of this Stipulation. The parties shall be awarded all financial, bank, or other accounts in their individual names. The parties do not own any joint financial accounts. Wife shall be awarded all accounts on which she is a co-owner with a third party, all of which were disclosed in Wife's initial financial declaration.

21. The Health Savings Account shall be awarded to Husband.

22. The Costco membership account shall be awarded to Husband. The parties will cooperate in removing Wife from the joint Costco account within fourteen (14) days of the signing of the Stipulation.

23. **Retirement Accounts.** During the marriage, Husband obtained interest in or contributed marital funds in Husband's retirement account. Wife does not have any retirement accounts.

24. Husband shall be awarded Husband's Spectrum Academy 401(k) account with Voya Financial, account #860277.

25. **Investment Accounts.** Wife is awarded her stock in The Walt Disney Company c/o Computershare Trust Company, account ending in 6042.

26. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. The parties shall each assume any and all debt in the individual party's name. The other party shall be free and clear of the debt of the other party.

27. The parties have no joint debts.

28. From the joint Costco account, each party acquired a Citi Costco Anywhere Visa credit card. Husband shall assume all liability on the card ending in 2958 holding Wife harmless therefrom. Wife shall assume all liability on the card ending in 4755 holding Husband harmless therefrom.

29. There are no joint or shared business interests, and neither party shall have any claim against the other with respect to any business enterprise.

30. **Real Property.** The parties have no real property.

31. **Rental Property.** Wife vacated the marital apartment on approximately November 1, 2025. Wife shall not enter the marital apartment without prior written consent from Husband. Husband shall not unreasonably deny consent to the marital apartment. Both parties shall cooperate in any actions required to vacate the marital apartment by the end of the lease

term on May 31, 2026. Wife has paid half of the rent, utilities, and late fees accrued on the marital apartment as of May 1, 2026. Husband has paid the remaining balance on the apartment for rent, utilities, and late fees on the apartment for May 2026. The parties acknowledge that there are no known costs or expenses associated with the marital apartment that have not been paid. The parties shall equally share in any refund from the end of the lease agreement or any liability for any payment owed to the landlord for damage to the apartment. If Husband fails to vacate the apartment by May 31, 2026, he shall be solely liable for any costs associated with his failure to vacate.

32. **Taxes.** Parties have previously filed 2025 taxes jointly and equally divided the refund.

33. **Undisclosed Assets.** If any assets that were not disclosed prior to this agreement are later discovered, the assets will be awarded to the other party.

MISCELLANEOUS AND ADMINISTRATIVE PROVISIONS

34. **Health Insurance.** Wife shall obtain her own health insurance plan within 30 days of the signing of the parties' Stipulation, or immediately upon entry of this Decree of Divorce, whichever is sooner. Wife will notify Husband within 48 hours of obtaining her own health insurance, at which time Husband shall remove Wife from Husband's health insurance plan. Husband may remove Wife from his health insurance plan after 30 days from the execution of this stipulation, or upon entry of a Decree of Divorce, whichever is sooner, even if Wife has not notified Husband of new coverage.

35. **Cell Phone Plan.** Husband has obtained a new phone plan service. The parties will cooperate in exchanging the information necessary to effectuate the transfer (phone plan

PIN, etc.) to Husband's new phone plan service. Husband shall promptly notify Wife once he has successfully transferred over to the new phone, at which time Wife will remove Husband from Wife's family's cell phone plan.

36. **Car Insurance.** Husband shall obtain his own car insurance within fourteen (14) days of signing the Stipulation. Husband shall notify Wife as soon as Husband has a new auto insurance policy. Wife may remove Husband from her auto insurance plan fifteen (15) days after the date of the Stipulation even if Husband has not notified Wife of new coverage. Wife shall be released from any liability for expenses or claims incurred by Husband between the date of the Stipulation and the date he is removed from the auto insurance policy, and Husband shall be solely responsible for all claims and expenses incurred by him after the date of the Stipulation.

37. **Renter's Insurance.** The parties had a renter's insurance policy. The parties understand that there were no claims or liability associated with the renter's insurance between the time of separation and the termination of the policy. Wife agrees to assume liability for any claims associated with the renter's insurance until the lease ends on May 31, 2026.

38. **Alimony.** Neither party shall be awarded alimony from the other, and any and all claims to alimony are hereby expressly waived by both parties, now and forever.

39. **Duty to Sign Documents.** Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Shall a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document

pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

40. **Attorney Fees.** The parties shall each be responsible for their own attorney's fees in this action. Each party waives any claim to attorney fees associated with the divorce and agrees not to seek payment of attorney fees in court.

41. **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.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1.

HONORABLE JUDGE JARED ELDRIDGE

FOURTH DISTRICT COURT

APPROVED TO FORM:

/s/ Ashton J. Burrows

Ashton J. Burrows

Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 4th day of June, 2026 to the following:

Ashton J. Burrows
Dana D. Burrows
1149 W. Center Street
Orem, UT 84057
ashton@burrows-law.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Facsimile Transmission
- ☒ Email/EFILE
- ☐ Overnight Mail

/s/ Erin Rosado