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

In the Matter of the Marriage of:	DECREE OF DIVORCE
SHAWN WESTON KLUGE, Petitioner,	
and	
KIMBERLY KLUGE, Respondent.	Case No. 264400471 Judge: Thomas Low Commissioner: Marla Snow

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Shawn Kluge is awarded a Decree of Divorce from Kimberly Kluge on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. Shawn Kluge is a resident of Utah County, State of Utah, and has been for three months immediately prior to filing this action.
3. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Shawn Kluge pursuant to Utah Code 81-4-405.

4. Shawn Kluge and Kimberly Kluge were married on June 18, 2011 in Saratoga Springs, Utah, and are presently married. The parties separated on or about November 2025 and do not currently reside together.

5. The parties have one minor child born as issue of their marriage, to wit: W.L.K., born February 2010.

6. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor child and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

7. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

8. This Petition is being filed as a Tier 4 case because it is a domestic matter.

MINOR CHILD

9. Neither party is receiving any public assistance for the benefit of the dependent child.

10. Pursuant to Utah Rule of Civil Procedure 100(a), Shawn Kluge states upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

11. **Custody:** Shawn Kluge shall be awarded sole physical custody. Shawn should be listed as the custodial parent for educational purposes, and the minor child's school should be based on Shawn's geographical location.

12. It is in the best interests of the minor child that the parties share joint legal custody. A parenting plan is included herein.

13. Parent-Time: Kimberly Kluge should have parent-time as the parties agree. If the parties are unable to agree, then Kimberly Kluge have parent-time pursuant to Utah Code 81-9-302, with Shawn Kluge being the “custodial parent.” The child is currently sixteen years of age, and the parties should honor the desires of their child when it comes to parent-time.

14. Holidays and Summer Parent-Time: The holiday and summer parent-time visitation should be as the parties agree. The child is currently sixteen years of age, and the parties should honor the desires of their child when it comes to holidays and parent-time. If the parties cannot agree, then holiday parent-time should be consistent with Utah Code 81-9-302 with Shawn Kluge being designated as the custodial parent, as listed visually in the chart below. Extended parent-time with will be pursuant to Utah Code 81-9-302, and each parent shall provide notice of their plans to exercise extended parent time pursuant to Utah Code 81-9-302 as follows:

a. Odd Years: Noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.

b. Even Years: Custodial parent shall provide notice to the noncustodial parent by May 1; and the noncustodial parent shall provide notice to the noncustodial parent by May 15.

c. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.

15. The holiday parent-time schedule provided in Utah Code 81-9-302 is as follows:

Even Years	Odd Years	Holiday and Time
Mom	Dad	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	President's Day (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Mom	Dad	Spring Break (1) Holiday begins at 6:00 pm on the day that school dismisses for spring break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Memorial Day (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Juneteenth National Freedom Day (1) Holiday begins Friday at: a. 6:00 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or b. 9:00 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6:00 pm on the day following Juneteenth National Freedom Day.
Mom	Dad	Independence Day - July 4th (1) Holiday begins on July 3 rd at 6:00 pm. (2) Holiday ends on July 5 th at 6:00 pm.

Dad	Mom	Pioneer Day - July 24th (1) Holiday begins on July 23 rd at 6:00 pm. (2) Holiday ends on July 25 th at 6:00 pm.
Mom	Dad	Labor Day (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Columbus Day (1) Holiday begins at 6:00 pm on the day before Columbus Day. (2) Holiday ends at 7:00 pm on Columbus Day.
Mom	Dad	Fall Break (1) Holiday begins at 6:00 pm on the day that school dismisses for fall break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: a. At the time that school is dismissed; or b. At 4:00 pm if there is no school. (2) Holiday ends at 9:00 pm on the same day the holiday begins.
Mom	Dad	Veteran's Day (1) Holiday begins at 6:00 pm on the day before Veteran's Day. (2) Holiday ends at 7:00 pm on Veteran's Day.
Dad	Mom	Thanksgiving (1) Holiday begins on Wednesday at: a. 6:00 pm; or b. The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	First Half of Winter Break (1) Holiday begins at: a. 6:00 pm on the day that school dismisses for winter break; or b. The time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7:00 pm.
Dad	Mom	Second Half of Winter Break (1) Holiday begins on December 27 th at 7:00 pm (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	The day before or after child's birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm

Dad	Mom	Child's actual birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Dad	Father's Day (1) Holiday begins on Father's Day at 9:00 am (2) Holiday ends on Father's Day at 7:00 pm
Mom	Mom	Mother's Day (1) Holiday begins on Mother's Day at 9:00 am (2) Holiday ends on Mother's Day at 7:00 pm

16. Transportation: Wherever possible, parent-time exchanges should occur through the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/ and the parent beginning their parent-time picks the child up from school. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur curbside. In a curbside exchange, the retrieving parent should remain within an arm's distance of their vehicle and the other parent should remain within an arm's distance of their home. The parties are restrained from speaking to one another during the exchange. The parties should be mindful of the importance of promptness when parent-time exchanges occur outside of the child's school/daycare.

17. If either party is unavailable to personally transport the child for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the child, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.

18. Virtual Parent-Time: Both parents should allow the minor child unmonitored phone access to the other parent for a reasonable duration and at reasonable hours. The minor child

should have access to the cell phone provided to him by his father, and neither parent should take the phone from the child. At the parent's mutual election, they may restrict the minor child's phone to only allow emergency calls and calls to both parents, or other parties the parents mutually agree upon.

19. Drugs and Alcohol: The parties should be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties should be restrained from abusing alcohol while the minor child are in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it should be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

a. The parent who submits to an observed 7 panel drug test or hair follicle test should instruct the testing facility to release copies of the results to the requesting parent and should execute any release forms required by the testing facility to effectuate this release of results.

b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test should immediately reimburse

the requesting parent for the cost of the test. Furthermore, that parent should be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

20. Address and Phone Number: The parties should keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

21. Child Support: Shawn Kluge is employed full-time and earns a gross monthly income of \$7,193 for purposes of calculating child support. Kimberly Kluge is employed full-time and earns a gross base monthly income of \$4,506 for purposes of calculating child support.

22. The joint custody worksheet should be used to calculate child support, awarding Shawn Kluge 198 overnights and Kimberly Kluge 167 overnights. In accordance with Utah Code 81-6-203 and the joint custody worksheet, Kimberly Kluge should be ordered to pay child support to Shawn Kluge for the parties' child in the amount of \$23 per month.

23. The parties agree that payment of any child support obligation will occur directly between the parties and they will not seek assistance from ORS.

a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq.

b. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

24. Medical Insurance Coverage: The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child.

25. If at any time the child are covered by the insurance plans of both parents, Shawn Kluge's plan should be designated as primary coverage and Kimberly Kluge's plan should be secondary coverage for the child.

26. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

27. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a.** Reasonableness of the cost;
- b.** Availability of a group insurance policy;
- c.** Coverage of the policy; and
- d.** Preference of the custodial parent.

28. The party who carries the insurance on the child should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C.

Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

29. Medical Insurance Premiums: In accordance with Utah Code 81-4-501(2)-(4), both parties should share the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance: However, Shawn Kluge agrees to cover the difference of any portion of Kimberly's share that would be owed after deducting child support. The child's portion of the premium is a per capita share of the premium actually paid for the family and is 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 of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.

30. Out-of-Pocket Medical Expenses: Each party shall pay one-half (50%) of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses incurred on behalf of the parties' minor child. This includes, but is not limited to: Out-of-pocket costs actually paid by either parent for the child's portion of insurance premiums; and All reasonable and necessary uninsured medical expenses, including deductibles and copayments.

31. Payment of Expenses:

- a. If a bill must be paid immediately, either party may pay the expense using available means. However, neither party shall incur or pass on any finance charges, interest, or fees to the other party unless expressly agreed to in writing and notarized by both parties.

- b.** Reimbursement shall be made within thirty (30) days after the Explanation of Benefits (EOB) and proof of payment have been provided. Acceptable forms of reimbursement include electronic transfer (e.g., Venmo), certified check, or cashier's check.
- c.** When feasible, each party shall pay their respective share directly to the medical provider at the time the expense is incurred.
- d.** A parent seeking reimbursement must provide the other parent with: An Explanation of Benefits (EOB), if applicable; and Proof of payment within thirty (30) days of payment.
- e.** For expenses exceeding \$150 (or another amount agreed upon by the parties in writing), the parties may agree in writing to a reasonable payment arrangement rather than full reimbursement within thirty (30) days.
- f.** A parent shall not use a Home Equity Line of Credit (HELOC), personal credit card, or any other interest-bearing account to pay the other parent's share of an expense without that parent's prior written consent. The non-consenting parent shall not be responsible for any interest or finance charges.
- g.** Each party must notify the other in writing or through other traceable communication of any incurred expense requiring contribution. Upon proper notice, each party shall be responsible only for their share. Neither party shall be liable for the other party's portion, including any resulting judgments, liens, or credit reporting.

h. Failure to comply with the documentation and notice requirements may result in denial of reimbursement, consistent with Utah law, including Utah Code § 81-6-208.

32. Notice to Medical/Dental Expense Creditors: Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code 81-4-501(2)-(4), 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, 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.

- a.** Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor child;
- b.** Notify the particular creditor of that party's current address; and
- c.** Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a 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 that parent under the order.

33. Taxes: The parties should alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating their State and Federal income taxes, beginning with Shawn Kluge claiming the child for tax year 2026 and Kim claiming the child for the 2027 tax year.

34. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

35. Extracurricular Activities: If the parties have agreed in writing to the child's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the child's participation in an extracurricular activity during their parent-time if they did not agree to the child's involvement.

36. Education-Related Expenses: Shawn should be responsible for any and all of the child's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

PARENTING PLAN

37. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

38. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

39. Communication: Each party is restrained from using a minor child as a messenger for any purpose. The parties shall share all information about the child regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the child shall be provided to the other parent as soon as practical.

40. The parties will communicate only regarding issues relative to the welfare of the minor child. The parties may use text messages, emails or any other written means of communication necessary to communicate effectively and minimize disruptions to the minor child; phone calls should only be used in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

41. Child Rearing: The parties shall focus their attention on conversations about the child rather than each other. The parties shall encourage the child to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental to the child's development.

42. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime,

homework, types of movies and video games the child are allowed to watch/play, and frequency of television and computer time. Should the child complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the child.

43. Medical Information: Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

44. Educational Information: Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

45. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

46. Decision-making: All major decisions concerning the child, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions

- c. Choose the most sensible solution that considers the needs and interests of everyone involved

47. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, Shawn Kluge will have the final say subject to Kimberly Kluge's right to bring the issue before the court.

48. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

49. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

50. Implementation of Treatment: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the child as prescribed by a doctor.

51. Religion: The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the child and are likewise free to refrain from being affiliated with a religion. If the minor child express interest in learning about other religions, the parties shall support the same.

52. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for

-emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

53. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209. In the event Kimberly locates more than 150 miles from Shawn, she shall have parent time pursuant to Utah Code 81-9-209. The child is currently sixteen years of age, and the parties should honor the desires of their child when it comes to parent-time.

54. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the child's body, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

55. Corporal Punishment: The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

56. Romantic Partners: The parties shall not have romantic or unrelated opposite sex guests spend the night while the child is present unless they are in a serious relationship (dating for more than six months), engaged, or married.

57. Mediation Before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

DEBTS AND OBLIGATIONS

58. During the course of the marriage, the parties acquired certain debts and obligations. **The parties obtained a HELOC to consolidate certain debts and obligations.** Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Debt	Approximate Balance	Responsible Party
HELOC	Approximately. \$81,000	The HELOC will be paid off with the proceeds from the sale of the home with \$12,000 being taken from Kim's portion of equity and the remaining balance of the HELOC being paid from Shawn's portion of equity with the exception regarding the Child's Medical Debt.
Stryker RV (Trailer)	Approximately \$54,000 Owed, with an approximate resale value around \$40,000, and needed repairs estimated to be at least \$12,000.	The Stryker RV must be sold at MARKET VALUE. It must be listed no later than 90 days from the date of signing of the Divorce decree. This in no way restricts Kim from selling the Stryker RV prior to the signing of the divorce decree Each Party will pay half the negative equity after receipt of sale of the Stryker RV directly to the lien holder America First Credit Union. The

		Stryker RV must be sold at REASONABLE MARKET VALUE. If not sold at reasonable market value then Shawn Kluge is only responsible for half the negative equity of what was owed and other comparable RV's. Any negative amount beyond the reasonable market value Kim is responsible for. If one party covers the entire negative equity, they will be reimbursed their $\frac{1}{2}$ share (plus interest accrued on that $\frac{1}{2}$ portion) from the equity of the home.
Child's Medical Debt	Unknown (approx. \$4,000 to date)	To be split between the parties upon Shawn presenting proof of cost and payment of the debt. If the HELOC or credit cards are used to pay these debts, any HELOC/Credit Card debt added as a result should be split evenly between the parties and paid from the proceeds of the sale of the home.

60. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

61. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

62. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Awarded To
Son's Truck 1994 Chevrolet K1500	Shawn Kluge (to be gifted to W.L.K at age 18)
Honda 4-Wheeler	Shawn Kluge (to be gifted to W.L.K at age 18)

63. If the above listed items need to be transferred to Shawn for insurance purposes, they will be.

64. Secured Debt: Each party being awarded property should also be responsible for the debt associated therewith.

65. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

66. Personal Belongings: Each party should be awarded their own personal belongings.

RETIREMENT ASSETS

67. During the course of the marriage, Shawn Kluge and Kimberly Kluge have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The retirement assets accrued during the marriage and to the date of entry of the Decree of Divorce in this matter should be divided as follows:

- a. Any 401K, IRA or other retirement fund should remain in the name and possession of the party listed on said account, with the exception that Shawn Kluge's Union Pacific Railroad Retirement will be divided in accordance with the Railroad Retirement Act and pursuant to the U.S. Railroad Retirement Board, rules and regulations.

REAL PROPERTY

68. During the marriage, the parties have acquired an interest in real property, commonly known as 597 S 1500 W, Lehi, Utah 84043.

69. It is reasonable, necessary and proper that Shawn Kluge be awarded the temporary exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

70. The real property should be listed for sale within 45 days from the date this stipulation is signed by the parties. The real estate agent shall serve as the neutral listing agent and perform other such duties as identified herein. The parties will use Stefanie Barnes as the real estate agent to list the property. The parties are required to execute/sign the existing real estate Listing Agreement with said agent. An addendum to the Listing Agreement or Disclosure, as

applicable, will also be provided to the parties explaining the agent's duties as the listing agent.

The agent is approved to:

- a. Perform analysis of real property value, assess encumbrances and clouds on title, explain consequences arising therefrom, and provide recommendations of viable options to the Court;
- b. List and sell the real property identified herein if the conditions are met to require the sale;
- c. Communicate with Petitioner and Respondent and their attorneys regarding critical issues including but not limited to (a) Setting of the sale price; (b) Showing of the real property; (c) Evaluation of offers; (d) General handling of the transaction; (e) Disposition of sale proceeds;
- d. Earn fees relating to their appointment, as necessary

71. The parties must ensure the following:

- a. Should the parties not mutually agree on a list price, the agent shall set the list price and future price modifications, supported by a market analysis, and provide such reports to the parties and to Counsel.
- b. Contractual Obligations: The parties shall respond to offers, counteroffers, repair requests, and any other contractual obligations prior to their expiration or deadline, which may be less than 24 hours. Should either party fail to respond prior to these timelines and cause offers to expire or cause the parties to be in breach of contractual obligations, the agent shall notify Counsel and the Court, if required, immediately.

c. The agent's work, as required by the Court, cannot be performed without cooperation of the parties. The parties must fully cooperate with and be responsive to the agent's processes, procedures, and requests in furtherance of selling the real property. The parties must provide all documents requested by the agent or their staff upon request. Any objections shall be directed to each party's Counsel or directly to the Court.

d. Each party must provide timely responses to questions and requests of the agent and their staff.

e. If requested by the agent, the parties must provide them with written authorizations, including third-party authorizations for lenders or services, directing third parties to provide documents, records, and/or information. Any objections shall be directed to the agent, each party's Counsel, and directly to the Court.

72. The agent's scope of services shall include ensuring the division and distribution of proceeds from the sale of the property are provided to Escrow/Title Company and that Escrow's/ the Title Company's amendments and/or instructions are consistent with the Court's orders as contained herein

73. The equity in the property shall be divided equally between the parties, one-half to each. Equity will be divided as follows:

a. Sales price

b. Subtract any and all expenses of the sale and all mortgages or liens against the property

74. As stated above, the HELOC will be paid off with the proceeds from the sale of the home with \$12,000 being taken from Kim's portion of equity and the remaining balance of the HELOC being paid from Shawn's portion of equity. Each party's equity will be determined at the time of sale of the home minus any debts or obligation stated.

75. Any other liens either known or unknown will be paid by the person responsible for acquiring the lien. Said payment should be taken from that party's share of the equity in the home.

MISCELLANEOUS

76. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other.

77. **Restoration of Maiden Name:** Kimberly Kluge's name should be restored to Kimberly Procter if she so chooses.

78. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

79. Interpretation/Applicability: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

80. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Ryan Ficklin

Ryan Ficklin

Attorney for Kimberly Kluge

(signed with permission given
by email on 5/21/26)

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

KIMBERLY KLUGE: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Shawn Kluge's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of May 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Notification

Ryan Ficklin

Attorney for Kimberly Kluge

/s/ Mayra Hainsworth

Paralegal