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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
KELLY RACHELLE NILSSON, Petitioner,	
and	
BRYAN JERRY KAMM, Respondent.	Case No. 264400554 Judge: Kraig Powell Commissioner: Marian Ito

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 and Settlement Agreement*, 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:

The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

- Custody/Parent time. The Parties are awarded joint custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father	Father	Father	Father	Father

Week 2	Mother	Mother	Father	Father	Mother	Mother	Mother
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a. The parties shall have 50/50 custody such that Mother exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 7 a.m. when school is not in session. Father shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 7 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Extended Parent Time in the Summer. Each party will receive two-uninterrupted weeks in the summer-time.

2. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

3. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning

		with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	Mother's Day the day before the holiday at 6 p.m. to the day after with the exchange at school

4. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention.

Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment.

If it is emergency care, both parents shall be able to attend the care.

b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. The children shall continue to attend Spanish Oaks Elementary School and its feeder schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

d. Therapy. The parties agree that the minor children should be able to attend therapy. They shall discuss options and come to a mutual decision within 30 days of the date of stipulation as to the therapist. If they cannot agree, Father shall choose three therapists and submit the names to Mother within 45 days of the date of stipulation. Father shall ensure that these therapists are covered by insurance, if they have a plan that covers therapy. Mother shall choose the one

therapist within 7 days of receipt of Father's names. The children shall attend therapy until released by the therapist or mutually agreed upon by the parties. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties will follow the recommendations of the child's therapist. Any communication to or from the therapist shall be emailed to both parties. Any emails or parent communication that the therapist charges for shall be paid by the parent who initiates the contact.

e. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

5. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

6. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

7. Online Calendar. The parties shall use an online calendar to communicate activities of the children. Mother shall send an invite to Father within 14 days of the stipulation. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the children on the calendar, which shall constitute the notice requirement as designated herein.

8. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

9. Travel.

a. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times.

All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

10. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

11. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from

discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

14. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available five

(5) hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

15. Limitations.

- a. Romantic Partners. The parties shall not introduce a romantic partner to the minor children unless the relationship has been ongoing for at least four months and is serious and committed in nature. The parties shall not permit a romantic partner to stay overnight during their parent-time unless they are engaged to or married to that romantic partner. Mother's current romantic partner, as of April 23, 2026, is excluded from this provision.
- b. Tattooing, Body Piercing, and Permanent Cosmetics. Neither parent shall, nor shall either parent permit any other person to, permanently alter the appearance of the children's bodies, including through body piercing, tattooing, permanent cosmetics, or other cosmetic procedures, without the written consent of the other parent.
- c. Drug and Alcohol Use. The people in the respective households and the parties will not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol in excess while they are exercising parent-time.
- d. Drug and Alcohol Use of Third Parties. The parties are constrained from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol in excess, illegal drugs, or non-prescribed drugs.

16. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the shared calendar within 24 hours of receiving the calendar or any change.

18. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

19. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

20. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight. If a third party is picking up the children from school, the parties shall notify the school.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

21. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly income is \$4,333 per month. Father's gross monthly income is \$3,987 per month. Mother has 182 overnights and

Father has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Mother's child support obligation should be \$44 per month. Child support shall commence May 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

22. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Both parties are currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent 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 dependent children.
- e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium

with no compensation from the other party. The parties should discuss whether there is a benefit to maintaining double coverage for the children.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

23. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. If childcare is available at no cost to the parties, they shall use that option. Minor children under the age of 14 shall not watch the kids for longer than 90 minutes.

24. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. Mother is entitled to claim the dependency exemption/tax credits indicated herein as long as she is current on her child support obligation by December 31st of the applicable tax year.

25. Taxes. The parties have filed joint taxes for 2025. Any remaining refund that the parties have shall be utilized for the childcare of the minor children.

26. Real Property.

a. Father shall have 90 days to acquire the home and its associated mortgages through assumption, refinance, or other means. If he is able to acquire the home, he shall be solely responsible for the primary mortgage as well as the second mortgage on the home.

b. During the 90 days, Father shall reside at the home. Mother shall contribute \$500 towards the mortgage each month, Father shall pay the remaining amount along with the utilities and other applicable fees. Father will pay directly to Mother \$1,586 per month for his portion of the mortgage on or before the 5th of every month. Mother will make the payments on time during that time. If Father fails to make a payment to Mother and is delinquent on a payment by more than five days, the home shall be immediately awarded to Mother.

c. In the event that Father is unable to acquire the home, the home shall be awarded to Mother with all debt and liabilities. If Father is able to acquire the home, Mother shall allow a reasonable additional amount of time to complete the process. This shall not exceed an additional 30 days unless the loan can be assumed. If the loan can be assumed, Father shall provide written verification of

the process and the additional time needed. If Father is going to attempt to assume the loan he must begin the process within 7 days of the date of Decree of Divorce. Mother is not required to contribute \$500.00 to the Mortgage outside of the 90-day period if Father is able to acquire the home but needs additional time to complete the process.

27. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2015 Ford Escape	Mother

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Comenity Bank Credit Card	Mother
Capitol One Credit Card	Mother
Capitol One Savor Credit Card	Mother
Chase Credit Card	Mother
Venmo Card	Mother
Student Loans in Mother's Name	Mother
Other Debts in Father's Name	Father
Other Debts in Mother's Name	Mother
Washer and Dryer	Whoever receives the item

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
 - b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
 - c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
29. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. Any joint accounts shall be closed within 14 days of the stipulation.
30. Retirement Accounts. Each party will be awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement.)
31. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

32. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

33. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

34. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

35. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

36. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

37. Attorney's Fees and Costs. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

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

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Nathan S. Shill
Nathan S. Shill
Attorney for Petitioner
Permission to sign received via email

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

KELLY RACHELLE NILSSON: 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 Bryan Jerry Kamm 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 11th day of June 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Nathan S. Shill
Attorney for Petitioner

/s/ Alex C. Koenig
ALEX C. KOENIG
Attorney for Bryan Jerry Kamm