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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

DANIEL KONDEL,

Petitioner,
and

MICHELLE KONDEL,

Respondent.

DECREE OF DIVORCE

Civil No. 254402944
Judge: TONY F. GRAF JR.
Commissioner: MARLA SNOW

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed on June 12, 2026, and was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

The Court having reviewed the Stipulation of the parties and the pleadings in this matter and being fully advised in the premises, now makes its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

JURISDICTION AND VENUE

2. **Jurisdiction and Venue:** In accordance with Utah Code Ann. § 81-4-402(1)(a), Father is an actual and bona fide resident of Utah County, State of Utah and have been for more than three months immediately prior to the filing of this action.

3. The parties were married on June 7, 2003.

4. Issue of Marriage: The parties have one (1) minor child who was born as issue of this marriage namely: C.D.K., born April 8, 2020.

5. Utah has jurisdiction over the parties' minor children pursuant to Utah's Uniform Children Custody Jurisdiction and Enforcement Act because Utah is the home state of the children under Utah Code Ann. § 81-11-201(1)(a) and/or this case meets the criteria under Utah Code Ann. §§ 81-11-207 and 208.

6. Father is unaware of any other proceedings, in a court of law or governmental agency dealing with custody, child support, or parent-time concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.

7. Father is unaware of any person who is not a party to these proceedings who has, or claims to have, physical custody, children support, and/or parent-time rights with respect to the parties' minor children.

8. Father is unaware of any child support services that have been or are being provided under Part IV of the Social Security Act, 42 U.S.C., Section 601 et seq., on behalf of the parties' child.

PARENTING PLAN

9. **Physical Custody / Parent-Time:** It is in the best interest of the child for father and mother to be awarded joint physical custody with parent-time as agreed by the parties.

10. If the parties cannot agree, then the parents will have parent-time in accordance with Utah Code Ann. § 81-9-305, with Mother being designated the non-custodial parent for holiday parent-time as outlined below.

11. Father shall have the minor children seven (7) overnights and Mother will have the child seven (7) overnights in a two-week period, as they may agree. However, if the parties are unable to agree the parties will follow the chart below:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Father	Father	Father	Father	Father	Father	Father
2	Mother	Mother	Mother	Mother	Mother	Mother	Mother

12. **Holidays:** The following holidays will be divided as set forth below, unless the parties agree otherwise.

HOLIDAY	HOLIDAY TIME PERIOD	Years Father is Granted Holiday	Years Mother is Granted Holiday
Martin Luther King Jr. Day:	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) The time that school is regularly dismissed or; (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school	Odd Years	Even Years

	resumes.		
President's Day:	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) The time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Spring Break:	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) The time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		Every year
Father's Day:	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year	
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day:	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child;	Odd Years	Even Years

	(b) The time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Columbus Day:	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break:	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on Columbus Day.	Odd Years	Even Years
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 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving Holiday:	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at: (a) 6 p.m. 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 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

Birthday:			
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13. **Transportation:** Transportation for parent-time shall be as the parties can agree.
14. In the event the parties cannot agree, the party beginning his or her parent-time shall be responsible for the picking up the child at the start of his or her parent-time.
15. A stepparent, grandparent, or other responsible adult designated by the receiving parent, may pick up the child for parent-time if the delivering parent is aware of the identity of the individual and the receiving parent will be with the child by 7:00 p.m.
16. **Virtual Parent-Time:** Each parent shall permit and encourage, during reasonable hours, virtual communication with the child.
17. Neither party will restrict the child's ability to contact the other parent, at any time, when the child is away from that parent.
18. **Trading Time:** Special consideration shall be given to trade time, so the child would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
19. **Legal Custody:** It is in the children's best interest that the parents are awarded joint legal custody of the minor children subject to Father's right to make the final decision in the event of a disagreement.
20. **Decision Making:** Both parties shall have the primary authority to make routine decisions regarding the child's day-to-day activities while the child is in his/her care.
21. Each party shall consult with the other before making major decisions related to the child, including education, medical or health care, and religious upbringing of the child.

22. Emergency decisions affecting the health or safety of the child will be made by the parent who is with the child at the time, and that parent must provide notice to the other parent as soon as practical.

23. Each party must work to develop a working relationship as co-parents. The parties must consult with the other before making major decisions related to the child, including education, medical or health care, and religious upbringing of the child. The parties must communicate in good faith in an effort to reach a shared decision, and each parent must give consideration to the viewpoints of the other parent.

24. The parties will do their best to agree on a solution that meets the best interest of the child. If they reach an impasse, the parties will attend mediation. If no agreement can be reached at mediation, Mother will have interim final decision making authority for decisions related to medical care, Father will have interim final decision making authority for decisions related to education and religion. Both parties may then bring the matter before the court for review. The parties can choose to do what they want on their own time. The minor child will be allowed to receive ordinances in the Church of Jesus Christ of Latter Day Saints; however, neither party can compel church attendance from the other.

25. **Communication:** All co-parent communication shall occur in writing through OurFamilyWizard, except in emergencies.

26. **Parenting Plan:** The parties acknowledge their joint-parenting relationship will continue for many years and it is in the best interests of the child to have a meaningful and quality relationship with both parents. In furtherance of that goal, the Court incorporates the following as a binding and enforceable parenting plan:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- b. The parent-time schedule will be utilized to maximize the continuity and stability of the child's life. The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability.
- c. Special consideration will be given to each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in their life or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. Each party understands the importance of exercising parent-time responsibly and consistently. Each must use his or her best efforts to ensure that such parent-time occurs as smoothly as possible. Each party must call the other if he or she is delayed for any reason.
- e. Regular school hours must not be interrupted for a school-age child for the exercise of parent-time.
- f. The parties will work together to make alterations in the parent-time schedule to reasonably accommodate the work schedules of both parents, the schedules of the child, and the distance between the parties and the expenses of exercising parent-time.
- g. Neither parent-time nor child support shall be withheld due to either parent's failure to comply with a court ordered parent-time schedule.
- h. The parties must notify each other within 24 hours of receiving notice of all significant school, social, sports, religious and community functions in which the child

is participating or being honored, and both parties are entitled to attend and participate fully.

i. Each parent must provide the other with his or her current address and telephone number at the time of the divorce and within 24 hours of any change.

j. Both parents must have access directly to all medical, education, and religious records, and must notify the other party immediately in the event of a medical emergency.

k. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

l. Each parent must permit and encourage, during reasonable hours, reasonable and uncensored email, telephone, and virtual communications with the child while the child is in his or her care.

m. Parental care is presumed to be better care for the child than surrogate care and the parties must cooperate in allowing the other parent, if willing and able to transport the child, to provide child care if they are personally unavailable to exercise their parent-time for a period of one or more overnights.

n. Each party must provide all surrogate care providers with the name, current address, and telephone number of the other parent and will provide the other parent with the name, current address, and telephone number of all surrogate care providers.

o. Neither parent shall introduce C.K. to romantic partners or include C.K. in dating-related activities unless the party has dated this romantic partner for three or more months.

27. **Phone Communication:** The child must be able to contact the parents at any time upon request.

28. **Restraints:** Each party is restrained from discussing adult issues with the minor child, including finances, the status of this divorce case, or parent time issues, etc. The parties must not put the child in the middle. They must refrain from communicating with the other parent through the minor child.

29. Neither parent will use communication with the minor child as a way to unreasonably disrupt the parent-time of the other parent. Neither parent shall interrogate the minor child about activities at the other parent's home.

30. Each party is restrained from saying or doing anything negative or derogatory against the other in the presence of the minor child. The parties must also remove the minor child from the presence of any other person making such statements.

31. Each party must refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when any of the child is present. The parties must not drink alcohol or use illegal drugs in the presence of the minor child. Both parties will control third parties in the presence of the child and prohibit them from drug use, excess alcohol use or becoming drunk in the presence of the minor child. The parties must remove the child from the presence of any third party who is using drugs, intoxicated on any substance, or consuming excess alcohol.

32. The parties must not operate any vehicle in which the child is a passenger if they are intoxicated, impaired by any substance, or have consumed any alcohol or unprescribed medication. If either party is arrested or charged with driving under the influence, the offending party must notify the other parent within 24 hours.

33. The parties must lock and secure all firearms when they are exercising parent-time. Firearms and weapons must not be left unattended. Any ammunition must be stored separately from the firearms, in a separate safe with a different lock or combination.

34. Both parties are restrained from exposing the minor child to adult content, material harmful to minors, or other content that would be inappropriate for the child depending on their age.

35. **Travel with the Child:** A party may not travel overnight with the child unless that party is not subject to supervision requirements. If either of the parties is going to travel overnight with the child, he or she must provide the other party with the following, prior to the intended travel:

- a. Itinerary of travel dates;
- b. Destination;
- c. Places where the minor child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.

36. **Relocation:** If either party moves 30 miles or more from the child's current residence, the moving party is required to provide sixty-day notice of the intended relocation to the other party, pursuant to *U.C.A. § 81-9-209*. If the parties cannot agree on a new parent-time

arrangement, either party may request court review consistent with U.C.A. § 81-9-209.

37. The parties will discuss where the child will attend school if Father is unable to refinance the marital home. Otherwise, the child shall be registered for school using the marital home's address.

38. **Activities:** The parties will agree on the child's activities that affect the other parent's parent-time.

39. They will equally share the costs of agreed on activities.

40. If the parents do not agree, a parent may still enroll any of the child in activities and cover the cost in full if it does not affect the other's time.

41. **Mutual Restraining Order:** Both parents are mutually restrained from: disparaging the other in the presence of the minor child or on social media; discussing the case, child support, or other adult topics with, within earshot, or in the presence of a minor child; from harming or threatening harm to the other; and shall prevent third parties from doing the same.

42. **Communication:** Both parents shall communicate civilly and shall avoid using the minor child to relay messages or information.

43. **Travel Notification:** If the child travels out of the State of Utah, the traveling parent shall provide to the other an itinerary of travel dates, destinations where the child can be reached, and contact number to reach the child.

44. **Child Support:** Child support shall be paid pursuant to the Utah statutory guidelines. Presently, Mother earns \$4,621 as her gross monthly income. Father is unemployed and has been unable to find employment; however, as he is searching for jobs and shall be imputed at gross monthly income of \$4,621. At present, the parties share equal overnights and

equal incomes, based upon a joint custody child support worksheet Mother shall pay Father \$9.00 per month for child support. When Father obtains employment, child support can be immediately adjusted pursuant to statute. Father will notify mother within 24 hours of obtaining new employment and child support shall be updated the month after he receives employment.

45. In accordance with Utah Code Ann. § 81-6-213 child support automatically terminates when: (1) child become eighteen years of age and has graduated from high school during the child's normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

46. Pursuant to Utah Code Ann. §§ 81-6-214(4) and 81-6-214(5) the parents have a right to adjust this child support.

47. **Healthcare Insurance:** 1The parents shall maintain healthcare insurance on behalf of the children so long as it remains available at his/her place of employment at a reasonable expense.

48. The parents shall provide verification to the other parent within thirty (30) days if there are any changes.

49. The parties are equally responsible for all the cost of the children's portion of the insurance premiums.

50. If at any point in time the children are covered by insurance plans of both parents, the insurance of the parent with the earlier birth month shall be primary, and the other secondary. The parties will bear the cost of their own health insurance premiums if double covered.

51. **Healthcare Expenses:** The parties are equally responsible for all reasonable and necessary mutually agreed on medical, dental, orthodontic, optical, pharmaceutical, counseling,

premiums, copays and deductible expenses that are incurred on behalf of a minor children and not covered by insurance.

52. As set forth in the joint legal provision above, the expenses shall be pre-approved by both parties.

53. The party who incurs the medical expense shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment.

54. Reimbursement by the other party shall be within 30 days.

55. A parent incurring medical expenses may be denied the right to recover the other party's share of the expenses if that party fails to comply with this provision.

56. **Uninsured Routine Medical and Dental Expenses:** Both parents will share equally in all reasonable and necessary uninsured routine healthcare expenses in accordance with Utah Code Ann. § 81-6-208.

57. The parent incurring the cost shall provide written verification in form of a receipt from the provider of the cost and payment to the other parent within thirty (30) days of the payment.

58. The other parent shall have thirty (30) days from receiving notice to reimburse half of expense.

59. A parent incurring medical expenses shall 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 follow the above procedure.

60. **Childcare:** Pursuant to Utah Code Ann. § 81-6-209, the parties will equally share the cost for all work-related childcare expenses unless agreed otherwise in writing.

61. **Extracurricular Activities:** The parties will share equally any costs incurred for the child's participation in any extracurricular activities that the parties mutually agree to in writing. 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. The parties must not sign the child up for extracurricular activities that conflict with the parent-time of the other party without prior consent from the other party.

62. **School Fees:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, school lunches, etc.).

63. **Tax Credits:** Beginning 2025 any available tax credits/deductions related to the minor child shall be shared equally with Mother claiming the children for even tax years and Father in odd tax years.

64. The parents will cooperate to complete IRS form 8332 each year.

65. **Debts:** During the course of the marriage, the parties acquired certain debts and obligations. The parties shall equally divide any marital debt.

66. Any jointly-titled credit card or other credit accounts shall be closed and re-opened in either Father's or Mother's respective individual name.

67. Each party shall assume responsibility for the debts they have personally accrued after the date of filing, with the responsible party holding the other harmless for any and all liability thereon.

68. If there exist any other marital debts that are not known at this time, those debts shall be paid by the party who incurred such debt.

69. The parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein, and the parties' separate and current addresses.

70. Father will service the following marital debts until the home is sold or refinanced out of Mother's name, and the equity from the sale or refinance will be used to pay off these debts before being divided between the parties or awarded to Mother as follows:

a. The Capital One credit card account number xxx4211 in the approximate amount of \$18,579;

b. The Citi Bank credit card account number xxx2350 in the approximate amount of \$10,568; and

c. The Corning Credit Union solar panel loan in the approximate amount of \$18,425.89.

71. **Identity Theft:** Each party shall not use the other party's likeness, identity, or personal information for any inappropriate or unauthorized purpose.

72. **Real Property:** The parties acquired real property located at 4059 N. Rivermist Ln., Lehi, Utah 84043. The parties will allow Father to continue residing in the marital home with the opportunity to refinance the marital home and pay Mother her share of the equity in the home. If Father refinances the home, the home will be appraised and Father must pay Mother

half of the equity at the time of the refinance (equity defined as appraised value minus the mortgage). Mother must cooperate to quit claim any interest in the home to Father in conjunction with the refinance.

73. Father will be responsible to maintain the home and keep it in sellable condition. Father will be solely responsible for any damage to the home sustained until the date of sale. Father must not incur additional mortgages or liens on the home without Mother's express written and notarized consent.

74. If Father cannot refinance the home by July 1, 2027, then the home will be listed for sale as soon as practicable and the parties will equally share the proceeds. Either party may choose to buy the other's share of the equity before the sale date.

75. The parties will attempt to agree on a realtor. If they cannot agree within 10 days, Father will provide three realtors to Mother. After receiving the three proposed realtors, Mother will have 10 days to select a realtor from this list. If she makes no selection, Father will have the right to select.

76. The home shall be listed for sale at a mutually agreeable initial listing price. If the parties are unable to agree on an initial listing price, the parties shall follow the recommendations of the listing agent regarding listing price. Unless otherwise agreed by the parties, the parties shall follow the recommendations of the listing agent regarding any price reductions and taking acceptable offers. Both parties shall have complete access to the realtor, and any offers shall be presented to both parties.

77. Once the home sells, the proceeds of the sale shall be applied, as follows:

- i. First, to pay expenses of sale;

- ii. Second, to retire all joint mortgages and liens on the marital home;
- iii. Third, to reimburse Father for any agreed upon changes or repairs.
- iv. Lastly, the balance remaining thereafter to be divided equally between the parties.

78. **Vehicles**: The parties are awarded the vehicles in their possession free and clear from any claim or encumbrance from the other.

79. **Personal Property**: Division of Personal Property: Each party is awarded his and her own personal items, clothing, jewelry, possessions, and any property brought into the relationship.

80. **2012 VW Beetle**. The 2012 VW Beetle belongs to E.K. Father has been servicing the debt this car and will continue to do so. Mother shall cooperate with the transfer of title within 30 days of the date of the Stipulation was signed.

81. The marital property will be divided equally between the parties.

82. If there is a dispute concerning the division of personal property, the parties shall create a list of all disputed items and take turns picking one item from the list until all the items have been chosen. For any encumbered personal property, the person receiving the property will also take the loan and hold the other harmless.

83. **Accounts**: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The value of those accounts shall be verified as to the value at the date of the separation and the parties shall equally divide all values. The parties shall work together to divide the existing bank accounts and cooperate to remove each other's names from joint accounts.

84. **Retirement Accounts:** During the course of the marriage, the parties 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 division of retirement shall be divided equally between the parties, one-half to each. A Qualified Domestic Relations Order or Domestic Relations Order shall be issued as needed with the costs for such order being paid equally between the parties. The parties shall work together to determine who will prepare the QDRO. If the parties are unable to agree, Mother will submit three names to Father. Father will have ten days to select from Mother's list. If Father fails to make an election, Mother may elect. The individual whose name the retirement account is associated with shall be responsible for preparing and providing any and all paperwork and forms required to the QDRO preparer to divide said account and shall do so within ninety days of entry of the Decree of Divorce in this matter. The parties will divide Father's larger account in order to reduce the need to pay for multiple QDROs.

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

86. **Restoration of Maiden Name:** Michelle's name is restored to Michelle Bond, if she so chooses.

87. **Attorney's Fees:** The parties shall be responsible for paying their own attorney's fees and costs.

CONCLUSIONS OF LAW

1. 1. This Court has jurisdiction over the parties in the above matter.
2. 2. Petitioner is entitled to the entry of a Decree of Divorce dissolving

the marriage of the parties on the grounds of irreconcilable differences.

3. 3. That the terms of the Decree of Divorce comport with the Findings of Fact entered herein.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/Jared S. Erekson* via email authorization on 6/29/2026

JARED S. EREKSON

Attorney for Respondent