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

In the Matter of the Marriage of: CLINTON DUANE PAXTON, Petitioner, and KELLY JEAN PAXTON, Respondent.	DECREE OF DIVORCE CIVIL NO. 264401417 JUDGE: KASEY L. WRIGHT COMMISSIONER: DUSTIN HARDY
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Petitioner having filed a *Verified Petition for Decree of Divorce* against Respondent, the parties attended mediation, having entered into a full agreement resolving all issues, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREED AS FOLLOWS**

- Jurisdiction and Venue:** In accordance with Utah Code Ann. § 81-4-402(1)(a), Clint and Kelly are actual and bona fide residents of Utah County, State of Utah and have been for more than three months immediately prior to the filing of this action.
- Marriage Statistics:** The parties were married on January 16, 1999, and are presently married. The parties separated in November of 2025.
- Grounds for Divorce:** Divorce is hereby awarded on the grounds of irreconcilable differences.
- Issue:** The parties are the legal parents of one child who remains a minor, G.P. born 10/22/2008. This court has jurisdiction to determine the issues related to the child in this action.

5. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 *et seq.* and the Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA). Utah is the home state of the minor child. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

PARENTING PLAN

6. **Physical Custody / Parent-Time:** Kelly is awarded sole physical custody with Clint receiving parent-time as agreed by the parties. If the parties cannot agree on a parent-time schedule, they shall use Utah Code Ann. § 81-9-302. Both parents will encourage the child to spend time with both parents.

7. **Holidays:** The parties shall use the following holiday schedule:

Holiday	Holiday Time Period	Clint Awarded	Kelly Awarded
Dr. Martin Luther King Jr. Day	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
President's Day	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Spring Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Memorial Day	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in		Every Year

	school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.		
Father's Day	Beginning when school is regularly dismissed for the weekend, or 9 a.m. on Friday if the child is not in school, through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Labor Day	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Thanksgiving	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Winter Break (First Half)	Beginning at the time that school is regularly dismissed for this holiday through December 27th at 7 p.m.	Odd	Even
Winter Break (2nd Half)	Beginning December 27th at 7 p.m. through the morning when school resumes.	Even	Odd

8. Legal Custody: It is in the child's best interest that the parents are awarded joint legal custody. 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. Each party shall consult with the other before making major decisions related to a child, including education, medical or health care, and religious upbringing of a child. Major decisions regarding medical care, education, and religion should be mutually discussed and agreed. If the parties are unable to agree, Mother shall have presumptive decision-making authority. In the event Father disagrees, the parties will attempt to resolve their dispute through the process of mediation, to be paid equally by both parties. If the parties still cannot agree then the parties may move the court to decide the matter.

9. Child Support: Pursuant to Utah Child Support Act, U.C.A. §§81-6-101 *et seq.* Clint shall pay Kelly child support of \$924 using Kelly's monthly income of \$8,241.33 and Clint's monthly income of \$11,440. Child support shall be payable one-half on the 5th of each month and

one-half on the 20th of each month. In accordance with U.C.A. §78A-6-801 child support for the child automatically terminates when: (1) the child becomes 18 years of age, and has reached the normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the armed forces, or is emancipated. Pursuant to U.C.A. §81-6-212(5) and §81-6-212(3)-(4), the parents have a right to adjust this child support order. Child Support will begin September 1, 2026.

10. 1Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-202 and 81-6-208. Father is currently providing this coverage for the minor child.

a. Father shall pay his premium cost for the daughter's insurance. If Mother gets coverage for the daughter, she shall pay the cost of her premium for the daughter's insurance. Father shall keep the child on his insurance until age 26, unless a child chooses otherwise.

b. The parties shall be equally responsible for 2all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 3The 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 shall remit payment within 30 days of receipt of the verification. The court shall deny a parent incurring medical

expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this Subsection.

d. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

e. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child, and neither party shall be required to reimburse the other. If a parent remarries and his or her dependent child is 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 child.

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.

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

12. Taxes: The parties filed married filing jointly for the 2025 tax year and have already equally split the refund. Moving forward, as the child is 18 in October 2026, neither parent shall claim the child for the tax credits. The parents recognize the benefit of the child filing her own tax returns for FAFSA or other school related purposes.

END OF PARENTING PLAN

13. Real Property: Kelly shall be awarded the home located at 1964 E. Thistle Tree Drive, Springville, Utah 84663 and shall be solely responsible for all debts associated with the property, including but not limited to mortgage payments, utilities, and other related expenses. She shall refinance the mortgage or otherwise remove Clint's name from the mortgage through an assumption (or other similar assignment or removal process) within 30 days of being late on a payment. Clint shall timely cooperate and sign any and all documents necessary to facilitate the refinance or loan assumption process or transfer of title.

14. Clint shall be awarded the rental property, located at 1442 E. 1540 South, Spanish Fork, Utah and shall be solely responsible for all debts associated with the property, including but not limited to mortgage payments, utilities, and other related expenses. He shall refinance or otherwise remove Kelly's name from the mortgage within 30 days of being late on a payment. Kelly shall timely cooperate and sign any and all documents necessary to facilitate the refinance or loan assumption process or transfer of title.

15. Neither party will go inside of the party's residence of the other without express written permission.

16. Each party shall receive their respective real estate awarded herein and any offsets are hereby forever waived.

17. Personal Property: The marital personal property and furnishings shall be divided equitably between the parties as the parties may agree. Father has done a video inventory in May 2026. If the parties cannot agree, they shall return to mediation with Connor Fackrell within 90 days of the entry of this Decree of Divorce. After 90 days of the entry of this Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within the stipulation.

18. Vehicles: Kelly is awarded 2020 Kia Sportage free and clear of any claim or right of Clint and subject to any indebtedness related thereto. Kelly is awarded the 2007 Saturn Ion for the benefit and use of the minor child. Clint is awarded the 2018 Chevy Volt, free and clear of any claim or right of Kelly and subject to any indebtedness related thereto. The 2015 Subaru Forester is awarded to Kelly. The 2022 Kia Rio is awarded to Garrett Paxton.

19. Health Savings Account. The parties acknowledge that Clint is the owner of a Health Savings Account (“HSA”) with an approximate balance of **\$22,866.12** as of the date of the Stipulation. The HSA shall be divided equally. Clint shall transfer **one half of** his HSA to Kelly’s Health Savings Account by means of a trustee-to-trustee transfer or other transfer authorized under **26 U.S.C. § 223(f)(7)** incident to divorce, so that the transfer is not treated as a taxable distribution. If Kelly does not presently maintain an HSA capable of receiving the transfer, she shall establish one within thirty (30) days after entry of this Decree and provide Clint with all information reasonably necessary to complete the transfer. The transfer shall be completed within thirty (30) days after Kelly provides the necessary account information, or within such additional time as may reasonably be required by the HSA custodian. Each party

shall execute any documents required by the HSA custodian to accomplish the transfer. Any gains, losses, interest, dividends, or other earnings attributable to the amount awarded to Kelly shall accrue to her benefit from the date of entry of this Decree until the transfer is completed. Each party shall cooperate in good faith and execute any additional documents reasonably necessary to effectuate the transfer. If either party fails to cooperate, the Court shall retain jurisdiction to enter such further orders as are necessary to enforce this provision. Unless otherwise required by the HSA custodian, each party shall bear his or her own costs associated with establishing or maintaining his or her respective HSA.

20. Retirement Accounts:

a. The parties shall split the Nationwide Account ending in 4124 and the Mission Square Roth IRA ending in 5001 to compensate so that each party has 50% of the total retirement funds for defined contribution. The division date shall be the entry of this Decree of Divorce. The accounts are as follows:

- i. Clint's Nationwide Account ending in 4124 West Jordan 457B and 457A Account
- ii. Clint's URS Roth IRA ending in 9249
- iii. Clint's Mission Square Roth IRA ending in 5001
- iv. Kelly's URS 401k ending in 8215
- v. Kelly's Empower 401k ending in 6501

b. Pension Accounts. The parties shall equally divide the marital portion of Clint's URS Pension and the pension and Kelly's URS Pension will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula (Woodward **Formula:** Total Months Married During Employment/Service as numerator and Total Months of Employment/Service as denominator. This fraction is the marital portion in which each party is entitled to one-half.) The division date shall be the entry of this Decree of Divorce. The parties shall equally split the cost associated with splitting the accounts or QDRO, if any.

c. Within fourteen (14) days after entry of this Decree of Divorce, the parties shall jointly contact attorney Connor Fackrell (or another retirement division attorney mutually agreed upon in writing by the parties) and retain such attorney to prepare all Qualified Domestic Relations Orders ("QDROs"), Domestic Relations Orders, or any other documents necessary to equally divide all marital retirement accounts. To the extent practicable, Connor Fackrell shall minimize the number of QDROs and related division orders in order to reduce costs and administrative expenses.

d. Each party shall fully cooperate in the preparation and implementation of the retirement division and shall, within the time requested by the retirement division attorney, provide complete, accurate, and current information regarding all retirement accounts, pensions, plan statements, account balances, plan administrator information, beneficiary information (if required), and any other

documentation reasonably necessary to complete the division. Each party shall promptly execute any authorizations, releases, disclosures, affidavits, QDROs, Domestic Relations Orders, or other documents reasonably necessary to effectuate the retirement division.

e. The costs and fees associated with preparation and implementation of the retirement division shall be divided equally between the parties unless otherwise required by the retirement plan administrator.

f. The retirement division attorney shall use the **date of entry of this Decree of Divorce** as the valuation and division date for all retirement accounts unless a particular retirement plan requires a different valuation methodology to accomplish an equal division of the marital portion.

g. Pending completion of the retirement division, neither party shall withdraw, liquidate, borrow against, pledge, transfer, assign, encumber, or otherwise deplete or impair any retirement account or pension subject to division, except for ordinary market fluctuations, required minimum distributions, or transactions expressly authorized by the retirement plan or agreed to by the parties in writing. If either party makes an unauthorized withdrawal, loan, transfer, or other disposition of retirement assets subject to division, that party shall be solely responsible for restoring the other party's share and shall indemnify and hold the other party harmless from any resulting loss, tax liability, penalty, or expense.

h. Each party shall sign all documents reasonably necessary to facilitate and complete the retirement division in a timely manner. If either party fails or refuses to execute any required document after written request, the Court shall retain jurisdiction to enter any orders necessary to effectuate the retirement division, including appointing another person to execute documents on behalf of a non-cooperating party if permitted by law, and may award reasonable attorney fees and costs incurred by the complying party in enforcing this provision.

21. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts (i.e. venmo, zelle) during the course of their marriage. Each shall be awarded his or her own accounts without any claim by the other party.

22. Alimony. Given all of the considerations herein, there is no alimony, it is forever waived.

23. Mission Cost. Father shall pay the full cost for the children to go on an LDS Mission.

24. Debts: During the course of the marriage, the parties acquired certain debts and obligations. Except as otherwise specifically provided herein, each party shall be solely responsible for all debts, liabilities, and financial obligations incurred by him or her, whether incurred before or after entry of this Decree of Divorce, and shall indemnify, defend, and hold the other party harmless from any liability, collection efforts, attorney fees, costs, interest, penalties, damage to credit, or other expenses arising therefrom. Any jointly titled credit card accounts, lines of credit, or other joint credit accounts shall be immediately frozen to prevent further charges, if possible, and shall thereafter be closed as soon as the outstanding balances have been paid or transferred. Neither party shall incur any additional charges, advances, cash withdrawals, or other indebtedness on any joint account after entry of this Decree of Divorce.

Mother shall pay the outstanding balance on the Bank of America credit card, which currently has an approximate balance of **\$16,390 and she is awarded the points on the card**. Father shall pay his Chase Freedom and Chase Prime credit card. Father shall keep the points on his card. Under no circumstances shall either party be required to remain liable for the other party's share of the debt beyond the thirty (30)-day period absent a written agreement between the parties..

25. **Catch All Provision:** Any assets, account, item, debt, or liability not specifically mentioned herein is awarded to the person on title or in possession.

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

27. **Dispute Resolution:** If there is a future dispute between the parties, but for situations of immediate and irreparable harm or enforcement issues, they shall attend mediation to attempt to resolve the dispute prior to filing anything with the Court.

28. **Maiden Name:** Kelly shall returned to the name of Kelly Jean Pepper, if she desires to do so.

SO ORDERED.

Order becomes effective on the date of electronically added signature and seal on page one.

APPROVED BY:

/s/ Kristy Hanson, approved via email on 8/17/26

Kristy Hanson

Attorney for Respondent

Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Decree of Divorce prepared by Petitioner'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 the 10th day of August 2026, I served via e-file a true and correct copy of the foregoing on the following:

Kristy Hanson
Attorney for Respondent

/s/ Kim Pacheco
Kim Pacheco
Paralegal