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Attorney for Petitioner

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

**In the matter of the marriage
of**

DECREE OF DIVORCE

KRISTA M. DI LELLO,

Case No: 244100344

**Petitioner,
and**

**Commissioner: Dustin
Hardy**

MICHAEL DON DI LELLO,

Judge: Denise M. Porter

Respondent.

The Petitioner filed her Petition for Divorce on the 11th day of December 2024. The Respondent filed his Counter-Petition for Divorce on the 31st day of 2025. The parties signed a Stipulation and Settlement Agreement on the 12th day of August 2026. The Court, having reviewed the Petitioner's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law,

and for good cause appearing, does hereby Order, Adjudge, and Decree as follows:

DECREE OF DIVORCE

The marriage contract between the parties is now dissolved, and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

- 1.** Krista was an actual and bona fide resident of Utah County, State of Utah, for more than three months before filing this action.
- 2.** This Court has jurisdiction over the Parties' claims pursuant to Utah Code Ann. §78A-5-102.
- 3.** This Court has jurisdiction to make child custody and parent-time determinations pursuant to the current Utah Code Ann. §78B-13-101 *et seq.* at time of Decree, because Utah is the home state of the children at the time of the commencement of this proceeding.

GROUND

- 4.** Krista and Michael were married on November 30, 2002, in Pocatello City, Bannock County, State of Idaho, and are presently married.
- 5.** During the marriage, the Parties have encountered irreconcilable differences that make continuation impossible.

CHILD CUSTODY AND PARENT-TIME

6. There have been three children born as issue of this relationship and marriage; however, only two children remain in this Court's jurisdiction to wit: G.G.D., born January 2009; and A.M.D., born September 2014.

7. There are no proceedings regarding custody, criminal, protective orders, or delinquency involving the above-named children in juvenile court or any other court.

8. Parties are fit and proper parents and are awarded joint physical custody of the children with Parties sharing the legal care, custody, and control of the children subject to Parties' right to exercise parent-time at reasonable times and places.

9. If the parties cannot agree upon said parent-time, parent-time shall be determined pursuant to the present statutory parent-time as outlined in the current Utah Code Ann. §81-9-303, with the modification that Michael's parent-time be every other weekend from Tuesday after school through Sunday at 7:00 P.M.

a. G.G.D. shall contact Michael when he wishes to exercise parent-time with Michael, but should be expected to exercise at least the overnight parent-time outlined in Utah Code Ann. §81-9-302.

b. G.G.D.'s cat shall be allowed to stay with him at the residence he spends the majority of his time at.

10. Holiday parent-time should be exercised as Parties agree. If Parties do not agree, holidays should be shared as specified in the holiday schedule pursuant to the current Utah Code Ann. §81-9-302.

11. Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. In even years, Krista may designate extended parent-time at any time, and Michael may make a designation after May 1. In odd years, Michael may designate extended parent-time at any time, and Krista may make a designation after May 1. A parent should make a designation at least 30 days before the day on which the designated two-week period begins. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the non-complying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

12. The Parties shall also follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit A**.

13. If either Party ever plans to move 25 miles or more from the residence of the other parent, or outside the current school district, that Party shall abide by the provisions of the current Utah Code Ann.

§81-9-209, which is attached hereto and incorporated herein as

Exhibit B.

14. Each party must have the first option to provide care for the child over any other third Party (i.e., surrogate care) if the Party responsible for the children is not available for a period of overnight or longer during parent-time and the other party is personally available and willing to provide direct care and transportation. The Party exercising parent-time under the right of first refusal must provide all transportation to and from parent-time, as well as direct parental care.

MUTUAL RESTRAINTS

15. Parties shall not say or do anything that would diminish the minor children's love and affection for the other party.

16. Parties shall not harass or threaten each other or the minor children.

17. Neither Party shall record the other and/or the minor children, without exception.

18. Parties shall not make disparaging remarks to one another or about one another in the minor children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other, whether they believe it to be true or not (including but not limited to name-calling).

19. The parties shall not speak with the minor children about litigation or divorce issues in any way, shape, or form. This includes discussing their personal feelings about the other parent.

20. Parties shall not make parent-time arrangements through the minor children.

21. Parties shall not post any stories, pictures, or statements about the other party on any website, blog, or social media site.

22. Parties shall not yell at each other or the children. Parties shall not speak negatively about a child to or in front of the other party or the other children; this includes negative commentary on behavior, name-calling, or putting them down.

23. Parties shall be completely nonphysical toward the minor children (including, but not limited to, physical discipline, spanking, throwing things, grabbing arms, covering mouths, or grabbing by the hand).

24. When the minor children are under either party's care, that party has an affirmative duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. If they are unsuccessful, that party shall remove the children from the presence of those third parties.

CHILD SUPPORT

25. Michael is ordered to pay Krista a sum of not less than the statutory amount per month, as provided in the current Utah Code Ann. §81-6-302 at time of Decree, for child support.

26. Krista is employed by Lone Peak High School, where she earns a gross income of \$7061 per month.

27. Michael is currently employed by Arctic Wolf, where he earns a gross income of \$17,416.66 per month.

28. In accordance with the current Utah Code Ann. §81-6-213, at time of Decree and based upon the Parties' respective gross monthly incomes and the uniform child support worksheet, Michael shall pay Krista a monthly sum of \$1732, effective the month following the signing of the Stipulation and Settlement Agreement, as and for child support, Child Support Worksheet to be filed separately herewith, continuing each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated.

29. When a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation (whichever occurs later), the base child support award shall automatically be reduced to reflect the lower base combined child

support obligation shown in the table for the remaining number of children due child support. The award may not be reduced by a per-child amount derived from the base child support award that was originally ordered.

30. All child support payments shall be paid in full by the first of every month.

31. Child support shall be modifiable as outlined in the current Utah Code Ann. §81-6-212(5) at time of Decree.

32. Each parent shall notify the other within thirty days of any 30% or greater change in monthly income.

33. Michael shall join Krista in supporting Parties' adult child Dallin by paying for one-half of Dallin's medical and living expenses and one-half of any school fees for Dallin until Dallin is 26, graduates from college, or secures a stable full-time career where he can cover his own living expenses to live fully on his own. However, in the event that Michael is able to provide for Dallin's college tuition in full via the GI Bill (as well as Gavin and Aria), then Krista shall not be responsible to pay anything towards this expense. This paragraph and provision regarding Parties' adult child Dallin is contractually binding upon Parties but shall not be included in the Findings of Fact and Conclusions of Law or Decree of Divorce to be entered herein.

EXTRACURRICULAR ACTIVITIES

34. The Parties shall equally share the costs of all the children's extracurricular activities upon which they agree in writing. A Party who incurs an extracurricular expense shall provide written verification of the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the Party incurring the expenses within 30 days of receiving said written verification. If the Parties do not agree on whether a child can participate in a particular activity, neither Party will enroll the child in an activity until they have followed the dispute resolution process outlined herein. If the Parties agree that a child can participate in an activity but disagree on the cost allocation, a Party may enroll a child, but the Party that enrolled the child(ren) in that activity shall be solely responsible for the cost thereof. Unless the Parties agree, a Party shall not enroll the children in an extracurricular activity that conflicts with the other Party's parent-time. All the extracurricular activities the children are currently enrolled in are considered to have already been agreed upon in writing.

CHILD CARE

35. The Parties shall equally share all reasonable work-related child care expenses as incurred by either Party on behalf of the children.

36. If an actual expense for child care is incurred, a Party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense.

37. The Party that incurs a qualifying child care expense shall provide written verification of the cost and identity of a child care provider to the other Party upon initial engagement of the provider and thereafter as requested by the other Party. The Party shall notify the other Party of any change of child care provider or change in the monthly expense of child care within thirty calendar days of the date of the change.

MEDICAL-RELATED EXPENSES

38. The Parties must work together to provide health care coverage for the children's medical expenses, pursuant to Utah Code Ann. §81-6-208, attached hereto and incorporated herein as **Exhibit C**.

39. Double coverage should be avoided. In the event of a dispute over which parent has better coverage for the children, Krista will decide which insurance to use.

40. If a parent's insurance plan does not cover a child but that child could be covered by that parent's romantic partner's insurance plan, the insurance plan of that person shall be treated as if it were the plan of the parent.

41. The parent who provides insurance for the children shall promptly provide the other parent with a duplicate insurance card.

42. If payment collection and/or income withholding through the Office of Recovery Services occurs, the Parties must provide written verification to ORS within thirty days of insurance enrollment, insurance premiums, and any change in coverage or premiums.

43. Prior to service being initiated, each Party must elect to create separate accounts for any dental, medical, or school fees for the children.

44. Any reasonable out-of-pocket medical expenses incurred for the children must be equally shared between the Parties. The Party incurring such medical expense must provide written verification of it and proof of payment to the other parent within thirty days. The other parent must then reimburse them within thirty days of receiving the verification.

PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS

45. Krista should be entitled to claim Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns for 2025, and Michael should be entitled to claim Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns for 2026.

46. Beginning for the 2027 tax year, Parties should alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

a. When there is one child, Krista should be entitled to claim Minor Child for odd tax years, and Michael should be entitled to claim Minor Child for even tax years.

b. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

47. The debts and obligations of the marriage should be divided as follows:

a. Parties should be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

b. All debts and obligations incurred since Parties' separation should be the responsibility of the Party who incurred the particular debt.

c. As authorized by Utah Code, Section 15-4-6.5, Parties should notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

d. Each Party should indemnify and hold the other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause should apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

48. The personal property of the marriage should be divided as follows:

- a. Parties are awarded vehicles as follows: (1) Krista is awarded the Hyundai Tucson and (2) Michael is awarded the 2024 Rivian R1S. Each Party should be responsible for all remaining payments due on the vehicle in their possession. Each Party should remove the other Party's name from the vehicle insurance policy as soon as practicable. Each Party should remove the other Party's name from the vehicle's title as soon as practicable. Each Party should refinance the vehicle into his or her own name within ninety days of the entry of the Decree of Divorce. If a Party is unable to refinance the vehicle within ninety days, then the vehicle should be immediately placed for sale.
- b. Krista is awarded all pets and pet supplies, the king bed, the children's beds and furniture, her bicycle, the children's bicycles, the yard/garden care items in the garage, her choice of garage tools, and all of her personal items and effects.

c. Michael is awarded all of his firearms, ammunition, the Traeger BBQ, all the rest of the tools in the garage not discussed herein, six-chair dining table set, outdoor small glass table set with four chairs with matching glass shelving unit, full bedroom furniture set, his bicycle, and all of his personal items and effects.

d. Each Party should be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

e. Parties should duplicate any desired family pictures and videos, so each Party has a copy. Krista will retain the physical copies of all photos, except those containing only Michael, which he should be awarded. Parties should share the costs of duplication equally.

f. The remaining personal property should be equitably divided as Parties may agree, taking into consideration that the division in subparagraphs b and c above is not an equitable distribution of marital property. If Parties cannot agree to a personal property division, Parties should attend mediation.

PROVISIONS REGARDING REAL PROPERTY

49. During the course of the marriage, Parties acquired real property located at 1375 South 740 East, Lehi, Utah 84043.

a. Krista is awarded sole possession and control of the home and all equity therein, and should be solely responsible for mortgage payments and all other financial obligations regarding the real property.

b. Krista should either (1) refinance or assume the mortgage and transfer all obligations related to the real property into her own name, removing Michael's liability thereon, within ninety (90) days of entry of the Decree of Divorce, or (2) list the real property for sale within ninety (90) days of entry of the Decree of Divorce.

PROVISIONS REGARDING ALIMONY AND SUPPORT

50. Michael is ordered to pay Krista alimony in the amount of \$1,000 per month for 10 years commencing the month after the execution of the Stipulation and Settlement Agreement. Alimony should end if Krista cohabits or remarries, or if one Party dies.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

51. Parties have acquired interest in defined contribution plans or defined benefit plans.

52. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties should equally divide the marital share of those plans. Marital

share should be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans should be awarded 100% of those non-marital shares. Non-marital share should be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

53. Regarding defined benefit plans, (e.g., employer pension), the marital share of those plans should be equally divided. Marital share should be defined as all benefits accrued during Parties' marriage. Conversely, Party who accrued a non-marital benefit in those plans should be awarded 100% of the non-marital benefit(s) accrued. Non-marital benefit should be defined as all benefits accrued before Parties' marriage.

54. Parties should share equally the cost and responsibility for the preparation of the retirement division orders necessary to accomplish the retirement plan divisions set forth above.

PROVISIONS REGARDING BUSINESS INTERESTS

55. Parties own no business interests jointly. Each Party is awarded any business interests held in their individual name along with the respective bank accounts, debts, and liabilities without claim by the other Party nor payment therefor. Each Party should remove the other

Party's name as soon as possible from all legal documents related to the respective business interests awarded to them. Each Party should sign any documents necessary to facilitate the transfer of interest. Each Party should hold the other Party harmless from any and all liabilities associated with the business interest awarded to them.

PROVISIONS REGARDING MISCELLANEA

56. Each Party is ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

57. Michael shall be solely responsible for all fees paid or owing to the Custody Evaluator's Office and the Private Guardian Ad Litem ("PGAL") that were incurred prior to Commissioner Snow's 21 May 2026 order. Pursuant to that order, all Custody Report and PGAL costs incurred thereafter shall be shared equally between the Parties.

58. Prior to or upon the filing of any Petition to change any provision of the final Decree of Divorce, Parties should attempt to resolve the issue(s) first through mediation.

59. Krista should be restored to the use of her former surname of Arnott, if she so chooses.

60. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree entered herein. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other

party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

61. Nothing in the Stipulation and Settlement Agreement shall be deemed to prevent either party from enforcing the terms of the Stipulation and Settlement Agreement or from asserting any rights or claims expressly reserved to either party in the Stipulation and Settlement Agreement.

GENERAL PROVISIONS

62. The Stipulation and Settlement Agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah. If any provision of the Stipulation and Settlement Agreement should be held to be invalid or unenforceable under the laws of any state, country or other jurisdiction, the remainder of the Stipulation and Settlement Agreement shall continue in full force and effect. Any provision which is held to be invalid or unenforceable under the laws of any state, country or other jurisdiction nevertheless shall remain in full force and effect in any state, country or jurisdiction in which such provision is valid and enforceable. Each of the rights and obligations of the parties hereunder shall be deemed

independent and may be enforced irrespective of any other rights and obligations herein.

63. The Stipulation and Settlement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors, and assigns.

64. The Stipulation and Settlement Agreement is effective on the day it is signed by both parties.

65. The Stipulation and Settlement Agreement may be signed in counterparts.

66. Upon signing, the PGAL is released from their appointment.

67. Upon signing, the hearing currently scheduled for 13 August 2026 concerning Updated Temporary Orders, Motion to Quash, and Adding Dallin to the PGAL Order should be stricken.

-- END OF ORDER --

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

Dated this 18th day of August 2026.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Petitioner

Dated this 18th day of August 2026.
August 2026.

Dated this 19th day of

Approved as to form and content:

Approved as to form and content:

*/s/ Paul Waldron **

*/s/ Amber McFee **

Paul Waldron
Attorney for Respondent

Amber McFee
Private Guardian ad Litem

* Electronically signed by Monica Short with permission via email

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of August 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Brown Family Law, LLC
Paul Waldron
Marco Brown
8915 S. 700 E., Suite 203
Sandy, Utah 84070

☐ U.S. Mail
☐ Hand Delivery
☐ Facsimile
x E-Mail

Amber McFee
McFee Law
9653 South 700 East
Sandy, Utah 84070

☐ U.S. Mail
☐ Hand Delivery
☐ Facsimile
x E-Mail

Krista M. Di Lello

x E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner

