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

DECREE OF DIVORCE

In the Matter of the Marriage of:

Kristin L. Cable,
Petitioner,

and

Dwight C. Cable,
Respondent.

Civil No. 264402373
Honorable Anthony Howell
Commissioner Dustin Hardy

Discovery Tier Four

Based upon the *Petition for Divorce and Stipulation and Settlement Agreement* which was signed by the parties on 7/31/26, the pleadings on file, and the Court being fully informed, Good Cause appearing, the Court previously having entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, the Court enters the following DECREE OF DIVORCE:

1. Jurisdiction: Kristin and Dwight are bona fide residents of Utah, State of Utah, and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on 06/16/1995 and are presently married.
 - a. The parties separated on or about 11/21/2025 (hereinafter "Date of Separation"), and ever since then have remained separated.

3. Grounds: Irreconcilable differences have arisen between the parties which differences have made the continuation of their marriage impossible.

4. Child. There is one remaining minor child born as issue of this marriage:

a. a. S.M.C., born 6/23/2009.

5. Home State. Utah is the home state of said minor child pursuant to Utah Code 81-11-201(1)(a).

6. Other Cases: The parties have not been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject minor child in this state or any other state.

a. The parties do not know of any other person, not a party to these proceedings, who has physical custody of the parties' minor child and who claims to have custody or parent time rights with the minor child.

PARENTING PLAN

7. Objectives. The objectives of this parenting plan are the following: (a) to provide for the child's physical care; (b) to maintain the child's emotional stability; (c) to provide for the child's changing needs as the child grows and matures in a way that minimizes the need for future modifications to the parenting plan; (d) to set forth the authority and responsibilities of each parent with respect to the child, consistent with the definitions outlined in this chapter; (e) to minimize the child's exposure to harmful parental conflict; (f) to encourage the parents, where appropriate, to meet the responsibilities to their minor child through agreements in the parenting plan rather than relying on judicial intervention; and (g) to protect the best interests of the child.

8. 1Custody. Kristin and Dwight are awarded joint legal, and Kristin is awarded sole physical custody of the minor child. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their child. The major decisions concerning their child's general welfare, education, non-routine medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree as to medical, education, and religious decisions, the parties shall return to mediation. However, the parties shall consult with medical professionals, ecclesiastical, and school leaders regarding any legal decision, before returning mediation. If there is no agreement after mediation, either party may pursue legal action through the courts. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child are in his or her care.

9. Parent Time. Dwight's parent time shall take place every other weekend and on a midweek of Dwight's choice from 5:30pm to 8:30pm, pursuant to Utah Code 81-9-302.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Mother	Mother	Mother	Mother
Week 2	Mother	Mother	Mother	Mother	Father	Father	Mother

10 Transportation. The transportation will be as the parties agree. If they cannot agree, the receiving parent will provide the transportation unless otherwise mutually agreed upon.

11. Communication. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their child to deliver messages.

a. The parties shall communicate in the most reasonable manner, whether by telephone, email, text-message, or by personal letter. The parties recognize that their child will feel more secure and loved when the parties are working together in a positive, cooperative, and constructive manner.

b. The parties shall notify the other parent of significant illnesses involving the child and of any information relating to their medications and/or hospital visits.

12. Child Rearing. The parties will refrain from discussing the other parent with the child, always maintaining focus on the child instead of the other parent. The parties will presume that differences in environment from home to home are natural and expected and encourage the child to understand and adapt to different parenting styles without judgement. The parties will respect the other parent's right to parent as they see fit, so long as it is not detrimental to the child's development.

13. If child comments on differences in the other parent's home, the parent will direct the child to address this with the other parent. Parties shall never comment on differences or otherwise attempt to align themselves with the child against the other party. If one party believes that discipline, routines, or other treatment is inappropriate, they shall discuss this with the other party privately or through appropriate channels such as therapists, professionals, and third-party advocates. A parent will *never* go through the child to address concerns.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis.

- a. The parties shall notify each other of any special occasions, school programs, extracurricular activities, sporting events, or religious activities their child may be involved in within (72) hours in advance, if possible.
- b. If both parties have access to such information via website school email, that will suffice.
- c. Both parties are encouraged to attend events, regardless of who is exercising parent time.

15. Special Events. Special consideration shall be given by 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 the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. 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 child may be involved in. 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.

17. Advisory Guidelines: The parties will incorporate and adopt the advisory guidelines found in UTAH CODE ANN. 81-9-202 as part of this Agreement.

18. Holidays. In lieu of the holiday calendar, the parties will celebrate the major holidays together through the child's next birthday, including Thanksgiving and Christmas day. Holidays will otherwise default to Kristin.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

19. Child Support. Kristin has a gross monthly income of \$5,458. Dwight has a gross monthly income of \$7,066. Dwight's child support obligation is \$673 based on a sole child custody worksheet. The minor child has a remaining 11 months as a minor, and the total child support obligation owing will be \$7,403.

a. Dwight will pay his child support obligation in full through the property settlement further outlined in the Real Property Section below.

20. 2Medical/Dental Expenses. Currently both parties are providing health insurance through their employer for the minor child. They will pay their own costs for these policies. The parties have adult child who are covered on Dwight's insurance. He will continue to cover them at his own discretion.

a. ³Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, and copayments, incurred for the dependent child and actually paid by the parents.

b. ⁴The 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 shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

c. Division of Accounts. Pursuant to Utah Code Annotated 15-4-6.7, the parties may elect that medical/dental and school expenses be split by creating in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees.

21. School Registration and Fees: The parties will equally divide all reasonable and necessary school registration and school fees for the minor child. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

22. Child-Related Tax Credits: Kristin will claim the minor child as a dependent on her tax return in 2026.

b. a. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

23. Real Property. During the course of the marriage, the parties acquired real property located at 3688 Fillmore Street, Cedar Valley, Utah, 84013. Kristin is awarded possession of the home.

a. The parties will list the home for sale by June 1, 2027. Kristin will choose the realtor. They will follow the advice of the realtor. The parties will agree on list price and any changes in list price. If they disagree, the realtor will have the final say. Until the home is sold, Kristin shall be responsible for all monthly mortgage payments, utilities, taxes and insurance and all upkeep and repairs on the home, except as provided in the sale provisions below.

i. All closing costs, fees, and necessary repairs shall be split equally between the parties.

ii. Repairs will be agreed upon between the parties before they are split.

Kristin will provide notice of the repair, and Dwight will provide reimbursement within 7 days of purchase of materials and/or labor.

iii. Necessary repairs will include at least dry wall repairs and a new front door.

b. In lieu of alimony and child support, the parties shall split the remaining equity in the home 60/40, with Kristin receiving 60% and Dwight receiving 40%.

c. Any escrow check will be split 60/40 as well.

24. Vehicles: The parties are awarded their individual vehicles. They will sign any documents to transfer title within 30 days. They will assume all liability for the vehicle and hold the other party harmless.

25. Personal Property. The parties have previously divided personal property; however, any items that are not divided will be exchanged by mutual agreement. Dwight will give at least two hours' notice before arriving at the property for retrieval.

26. Bank Accounts: The parties have previously divided all bank accounts and are awarded their individual accounts in full.

27. Investment and Retirement Accounts: During the course of the marriage the parties have acquired interests in Investment and Retirement accounts. Kristin has a nominal 401(k) and a pension through URS. Dwight has a 401(k) as well. Kristin is awarded her retirement account and pension in full. The parties shall equally divide Dwight's account, with Kristin receiving 50% of the value of Dwight's account as of July 31, 2026. The parties shall be equally responsible for obtaining the QDRO and facilitating the change in accounts. They shall contact Rori Hendrix or Dave Hunter to accomplish this task and equally pay the fee for the work.

28. Business Interests: The parties did not acquire any business interests one with the other. Each party is awarded any businesses held solely in their names, if any.

29. Marital Debts: The parties have no shared debt beyond the home loan.

a. Joint Accounts: Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts within (30) days of the final decree.

b. Other debts: Each party shall be responsible to pay any other debt he/she individually incurred in his/her name.

c. Creditors: The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

d. Indemnification: The party being responsible for payment is required to indemnify and hold the other harmless from any loss, damage, demand, or claim of any kind arising from their failure to do so.

e. Delinquency in Payments: If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating may seek reimbursement of the payment of that debt, in addition to interest and attorney's fees from the other party.

f. Future Debts: Any and all debts incurred by either party after signing this stipulation, are the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

g. Notice to Creditors:

i. Pursuant to UTAH CODE ANN 15-4-6.5, 81-3-105, and 81-4-501(4), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

ii. Therefore, the party not obligated to pay a joint obligation shall:

1. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
2. Notify that joint creditor of the current address for each party.
3. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no

negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made. Demand for payments on the party who was not required to pay the debt.

30. Alimony: The parties waive all claim to alimony now and going forward in lieu of property division agreement outlined in the Real Property section above.

31. Mutual Restraining Order.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
- c. Both parties are restrained from discussing divorce issues in front of the child or allowing a third party to do so unless requested by the child's therapist. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning or interrogating the child.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the child from such circumstances unless through therapists.

g. Both parties shall keep the other party informed regarding their current physical address while there are minor children in the home, including, phone number and email address within 48 hours of their move.

h. Both parties are mutually restrained from disparaging one another to anyone under any circumstances at any time.

32. Full Disclosure. The assets identified herein is a full disclosure of all of the parties' financial assets over \$1,000. Any undisclosed personal financial assets (not assets of a business identified herein) valued at more than \$1,000 later discovered shall be awarded to the party to whom the disclosure was not made.

33. Maiden Name: Kristin may restore her maiden name Lincoln if she so desires but is not mandated to do so.

*******END OF ORDER*******

**THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT THE TOP
OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT**

APPROVED AS TO FORM AND CONTENT

/s/ **Kristin L Cable**
Kristin L. Cable

/s/ **Dwight C Cable**
Dwight C. Cable

Rule 7(j) Notice

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above order was served by means indicated in the Certificate of Service attached hereto, on 8/3/26 to the parties indicated herein. Notice of objections to this Order must be submitted to the Court and counsel within seven days after service. Should no objections to this Order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

On this Friday, September 11, 2026, the undersigned hereby certifies that a true and correct copy of the foregoing DECREE OF DIVORCE was sent by the following method(s) to the following individual(s):

FOURTH JUDICIAL DISTRICT COURT — GreenFiling electronic Filing System

Kristin L. Cable — email, kristin@lincolnfamily.org

Dwight C. Cable — email, dwight.cable@gmail.com

/s/ Sierra Hansen
Sierra Hansen
LONE PEAK LAW