



THEODORE G. DAVIS (17973)
DAVIS LAW OFFICE
21 East 300 North
Spanish Fork, Utah 84660
Telephone: (801) 798-3000
Email: theo@davislawutah.com
Attorney for Guy Kidd

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

<i>In the matter of the marriage of:</i> GUY KIDD and ERIN MICHELLE KIDD	DECREE OF DIVORCE Case No. 264402476 Judge Roger W. Griffin Commissioner Marian Ito
---	---

The above-entitled matter has been presented to the Court. Guy Kidd ("Guy") is represented by Theodore G. Davis of the law firm of Davis Law Office. Erin Michelle Kidd ("Erin") is pro se. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Guy and Erin are actual bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. The parties are husband and wife having been married on November 13, 2004, in Spanish Fork, Utah County, State of Utah.

3. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible for the marital relationship to continue.

CUSTODY AND VISITATION

4. There have been two children born as issue of the marriage, one of whom is a minor, to wit:

Initials of Child	Month and Year of Birth
L.R.K.	October of 2009

5. The parties' minor children have resided in Utah County for at least six (6) months prior to filing this action and, pursuant to U.C.A. §78B-13-102(7), Utah is the home state of the children and/or Utah has jurisdiction over the custody and parent-time issues in this matter pursuant to U.C.A. §78B-13-201(1), 207 and 208.

6. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, U.C.A. § 78B-13-101 et Seq. and the Uniform Interstate Family Support Act, U.C.A. §78B-14-101 et Seq., the parties state upon information and belief, that:

a. Neither party has been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children nor does either party have information about any custody, child support or parent-time proceeding concerning the minor child in this State or any other state or country.

b. There are no criminal or delinquency cases in any court in this State or any other state or country in which a party or a party's child is a defendant or respondent.

c. There are no protective order cases in any court in this State or any other state or country involving the parties' children.

d. There are no cases involving the parties' children filed or pending in any Juvenile Court in this State or any other state or country.

e. Neither party knows of any other person, not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, or parent-time or visitation rights with respect to the children.

7. It is in the best interests of the parties' minor children that Guy and Erin be awarded joint legal custody. Guy shall be awarded primary physical custody subject to Erin's parent time.

8. The parties shall have visitation as they can agree and as is agreeable to the minor child. In the event the parties are unable to agree, Erin shall be entitled to parent-time on alternating weekends, beginning Friday at 4:00 p.m. and ending Sunday at 9:00 p.m., with one mid-week parent-time period each Wednesday from 4:00 p.m. until 9:00 p.m.

9. For purposes of holiday parent time the parties shall follow Utah Code §81-9-302 as outlined below.

Utah Code §81-9-302 Holidays

ODD Years	EVEN Years	Holiday and Time
Father	Mother	Martin Luther King Jr. Holiday Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Mother	Father	President's Day Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the

		day school lets out to 7:00 p.m. on the day before school resumes.
Father	Mother	Spring Break after school at 6 p.m. on the day school lets out to 7:00 p.m. on the day before school resumes (includes all Snow Days and Teacher Development Days in the Holiday).
Mother	Father	Memorial Day Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Father	Mother	July 4th 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	Father	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Father	Mother	Labor Day 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Mother	Father	Columbus Day 6 p.m. the day before holiday to 7 p.m. on Columbus Day
Father	Mother	Fall Break 6 p.m. on the day school lets out to 7:00 p.m. on the day before school resumes (includes all Snow Days and Teacher Development Days in the Holiday).
Mother	Father	Halloween after school on October 31 or the day that it is traditionally celebrated or 4 p.m. if school is not in session to 9 p.m.
Father	Mother	Veteran's Day begins at 6 p.m. the day before holiday to 7 p.m. on Veteran's Day
Mother	Father	Thanksgiving 6 p.m. if school is not in session or after school on the day school lets out to 7:00 p.m. on the day before school resumes.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning at 6:00 p.m. or when school is regularly dismissed on the day the day school lets out until December 27 th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation beginning December

		27 th at 7 p.m. and ending at 7:00 p.m. on the day before school resumes.
Father	Mother	Child's actual birthday beginning after school at 3:00 p.m. or 8 a.m. if school is not in session to 9 p.m. on Child's actual birthday
Mother	Father	The day before or after child's birthday begins after school at 3:00 p.m. or 8 a.m. if school is not in session until 9 p.m.
Father	Father	Father's Day begins at 9 a.m. to 7 p.m. on Father's Day
Mother	Mother	Mother's Day begins at 9 a.m. to 7 p.m. on Mother's Day

10. Guy shall be considered the custodial parent for purposes of the holiday visitation schedule.

11. The parties shall abide by the following parenting plan which is being proposed in good faith by Guy who believes it reflects the best interests of the child.

a. The parents will discuss with each other and mutually decide the significant decisions regarding their children, including, but not limited to, their children's education, and health care. Either parent may make emergency decisions regarding the health or safety of their children.

b. Day-to-day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing at the time.

c. Should the parties have a dispute regarding parenting of the children they shall participate in mediation before seeking court action.

d. Both parties are to be listed as the minor children's parents on all school records, registrations, medical records, religious records, and any other significant documents.

e. Both parties shall be allowed full access to the children's school records and medical records.

f. The parties shall notify each other about any special events involving the children, such as school activities, sporting events, graduations, etc., so that each party shall have the option of attending the special event if possible. However, this provision does not alleviate the other parent from affirmatively seeking this information on their own.

g. The parties shall notify the other parent of major injury or major illness involving the children as soon as reasonably possible.

h. The parties shall immediately notify the other parent of any change of address or change of telephone number.

i. The advisory guidelines of Utah Code Annotated §81-9-202 are adopted by the parties as part of their parenting plan and are specifically incorporated herein by reference to the extent that they are not contradictory to any of the provisions contained herein.

j. When both parties live in the same state they shall share equally the transportation responsibilities and costs for parenting time and the parent receiving the minor children shall be responsible for picking up the minor children from the other parent's home, or if it is more convenient and feasible, the parties may agree to meet each other at an agreed upon halfway point for parent-time exchanges. Both parties shall ensure that the minor children attend school on time and whenever possible exchanges for parent time shall occur by having the parties drop off and pick up the children from school for their respective parent time.

k. The parties will communicate effectively if they are going to be late for parenting time exchanges. If no communication takes place, the parties will adhere to a fifteen-minute rule.

During exchange, in the event that the receiving party is late, the other party does not need to wait more than 15 minutes. The receiving party will need to make alternate arrangements for pickup.

1. Parental care shall be presumed to be better care for the children than surrogate care and the parties shall cooperate in allowing the other parent, if willing and able to transport the children, to provide childcare when the parent who has parenting time is going to be away from the children for longer than three (3) hours.

CHILD SUPPORT AND INSURANCE

12. Pursuant to U.C.A. §81-6-203, Guy is currently employed and his total countable gross monthly income for child support purposes is approximately \$9,000.

13. Pursuant to U.C.A. § 81-6-203, Erin is currently employed and her total countable gross monthly income for child support purposes is approximately \$3,120.

14. Pursuant to U.C.A. § 81-6-202 et seq. and the Uniform Child Support Guidelines, Erin's child support obligation to Guy is \$301 per month. Erin's child support obligation shall begin the month following the entry of the Decree of Divorce.

15. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable by the end of the month in which it is due.

16. In accordance with Utah Code §81-6-208, insurance for the medical, hospital and dental expenses of the minor children shall be provided by the party who can obtain the best coverage at the most reasonable cost.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent children, including but not limited to deductibles and copayments.

d. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of

insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. Reimbursement shall occur within thirty (30) days of said notice.

f. In addition to any other sanctions provided by the court, a parent incurring medical expenses may 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 comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, Guy's health, hospital, or dental insurance plan shall be primary coverage for the dependent child and Erin's health, hospital, or dental insurance plan shall be secondary coverage for the dependent child. 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 stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

17. The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. 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.

18. The parties will equally divide the cost of extracurricular activities for the

minor children so long as the parties have mutually agreed to the activity in writing prior to the children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the child in extracurricular activities will not interfere with the other party's parent-time.

CHILD CARE EXPENSES

19. The parties shall share equally the cost of all reasonable work-related child-care expenses for the minor children in accordance with U.C.A. §81-6-209.

a. The non-custodial parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of the child-care expense less any amounts previously paid.

b. The parent who incurs child-care expenses should provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent should notify the other parent of any change of child-care provider or the monthly expense of child-care within 30 calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. Both parties should approve all child-care providers. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.

d. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

ALIMONY

20. Neither party shall be obligated to pay the other alimony. Each party expressly waives any right to receive alimony from the other, both now and in the future.

DEBTS

21. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
SSFCU – 2 nd Mortgage	\$73,663.32	Guy. Pursuant to Real Property paragraph 26 below.
ISPC- Water Softener	\$ 4, 950	Guy

- a. Neither party shall incur any additional debt on the marital credit cards or other accounts.
- b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- c. Each party shall be responsible for his or her own debts acquired since the date of the filing of the Petition.
- d. Each party shall be responsible for any credit card debt held in their own name.
- e. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, 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. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

PERSONAL PROPERTY/FINANCIAL ACCOUNTS

22. During the course of the marriage the parties acquired certain personal property.

23. The following personal property items are awarded as indicated herein:

Item	Awarded to
2026 Hyundai Sonata	Guy – he shall re-finance into his sole name as soon as reasonably possible after the entry of the Decree of Divorce. Each party shall execute any documents necessary to transfer title and ownership of the vehicle to the responsible party.
2022 Hyundai Kona	Erin - she shall re-finance into her sole name as soon as reasonably possible after the entry of the Decree of Divorce. Each party shall

	execute any documents necessary to transfer title and ownership of the vehicle to the responsible party.
--	--

24. Guy should be awarded his separate personal property subject to any indebtedness thereon except as provided herein. Erin should be awarded her separate personal property subject to any indebtedness thereon except as provided herein. The parties shall work together to equitably divide the remaining personal property. If they cannot reach an agreement, they shall attend mediation to divide the property.

25. All financial accounts should be equitably divided.

REAL PROPERTY

26. During the course of the marriage the parties acquired real property located at 1777 S. Freestone Blvd., Santaquin, Utah 84655. The real property shall be awarded to Guy as his sole and exclusive property. There is no equity in the marital home and it is currently encumbered by debt in excess of its current fair market value. Guy shall immediately refinance the 2nd mortgage out of Erin's name. Guy shall indemnify Erin and hold her harmless with respect to debts and encumbrances related to the real property. Erin shall execute a quitclaim deed conveying any interest she may have in the marital residence to Guy immediately upon the 2nd mortgage being refinanced.

RETIREMENT

27. During the course of the marriage, Guy acquired retirement benefits. Any and all accounts shall be divided with Erin receiving a total payout of \$45,000 from the retirement. The cost for preparing the QDRO's to transfer or divide interests shall be equally divided between the parties.

INCOME TAXES

28. Commencing with the 2026 tax year, the parties shall file separately and alternate claiming the minor child as a benefit for tax purposes. Guy shall claim the benefit for even numbered years, and Erin shall claim the benefit for odd numbered years. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child when he or she is entitled to the benefit.

MISCELLANEOUS PROVISIONS

29. Neither party shall use the other party's likeness, image, credit, social security number, or any other identifying information of the other party for any purpose. In the event that a party uses the foregoing of the other party the violating party shall be subject to a judgment for attorney's fees, costs, actual damages, and punitive damages.

30. Both parties shall be restrained from making disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

31. That each party should be ordered to execute and deliver to the other party such

documents as are required to implement the provisions of the Decree of Divorce when entered by the Court. Should a party fail to execute a document within Sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Enforce 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.

32. If and when Erin elects to do so, she should be restored to her maiden name, Erin Michelle Peterson.

33. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

APPROVED AS TO FORM

/s/ Erin Michelle Kidd – electronically signed with permission
ERIN MICHELLE KIDD

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of September 2026, a true and correct copy of the foregoing, *Decree of Divorce*, was served to the following:

Erin Michelle Kidd
1777 S. Freestone Blvd.
Santaquin, Utah 84655
Ekidd577@gmail.com

Email

/s/ T. Davis