The Order of the Court is stated below:
Dated: October 04, 2026 05:14:48 PM
/s/ DENISE M PORTER
District Court Judge

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Petitioner Attorney

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

In the Matter of the Marriage of SHAWN KITCHEN, Petitioner, & PAOLA KITCHEN, Respondent.	**DECREE OF DIVORCE** Case No. 264402465 Judge Denise M. Porter Commissioner Marian Ito

Petitioner, Shawn Kitchen, through his attorney, Nathaniel Garrabrandt, and Respondent, Paola Kitchen, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to their settlement agreement, on file with the Court. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

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

3. Children. The parties are the parents of two minor children, L.K., born May 2009 and K.K., born October 2011. No further children are expected.

4. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.

5. Physical Custody. Reasonable parent-time shall be as the parties agree. If the parties cannot agree, they shall exercise custody on a week-on-week-off schedule, with exchanges occurring at school Monday mornings. If school is not in session, exchanges shall take place at 9:00 with the receiving parent responsible for transportation.

6. Holidays: Unless otherwise agreed by the parties, they shall abide by the following holiday schedule:

Holiday	**Holiday Time Period**	**Shawn**	**Paola**
Dr. 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 Minor Children; (b) the time that school is regularly	Odd	Even

	dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President’s Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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	Odd
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	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Even	Odd

	granted the holiday (2) Holiday ends at 7 p.m. on Memorial Day.		
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.	All years if Mother	All years if Mother
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.	All years if Father	All years if Father
Juneteenth National Freedom Day (or “Juneteenth”)	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father’s Day, or (b) 9 a.m. on Juneteeth if the day before Juneteeth is Father’s Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth.	Even	Odd
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with	Odd	Even

	Minor Children; (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 Labor Day.		
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	Odd
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 the day before school resumes.	Odd	Even
Halloween	(1) Holiday begins on October 31st 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 as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even
Thanksgiving	(1) Holiday begins on	Even	Odd

	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.		
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 27th at 7 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child’s Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child’s Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor children's attendance at school for that school day.

c. If there is more than one child and the minor children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the minor children may remain together for the holiday period beginning the first evening that all the minor children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.

d. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

i. Notification: In even years, Paola may designate extended parent-time at any time and Shawn may make a designation after May 1. In odd years, Shawn may designate extended parent-time at any time and Paola may make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

e. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following

order of precedence shall be applied when determining which parent is entitled to parent-time.

i. The holiday schedule for Mother's Day or Father's Day;

ii. Extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and

iv. The schedule for weekday or weekend parent-time.

7. Parenting Plan. The parties shall abide by the following parenting plan:

a. Communication. All communication between the parties shall be civil.

b. Virtual Communication. Each party shall be permitted reasonable and uncensored virtual and/or phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time. The parties shall not question the children regarding virtual/telephone conversations between the children and the other parent.

c. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including, without limitations such as elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with an authority in the area of the dispute (i.e., doctor, therapist, psychologist, school official, etc.). If the parties are then unable to reach a decision, they shall attend mediation, equally dividing the cost thereof. If mediation is unsuccessful, the matter may be brought before the Court.

d. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties will share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.

8. Mutual Restraining Orders.

a. Impairing Substances. The parties are restrained from consuming illegal drugs or non-prescribed controlled substances. The parties are restrained from consuming alcohol to intoxication when the minor children are in their care or within 24 hours prior to caring for the minor children, and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

b. Disparagement. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from

discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent.

d. Harassment. 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. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor child(ren).

f. Belittling. The parties shall not disparage, belittle or demean the minor child(ren). Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the children.

g. Relationships of Other Party. The parties shall not discuss with the parties' minor child(ren) the relationships of the other parent, whether amorous, familial or otherwise social, in a negative manner.

h. Arguing/Domestic Violence. The parties shall not argue with each other or their romantic partners within the hearing or conscious presence of the parties' minor child(ren). The parties will not physically struggle with each other or any

other person or commit any acts of domestic violence while in the sight or hearing of the child(ren).

i. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the children 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, removing the children from the presence of third party violators, if necessary.

9. Child Support. Petitioner's income is $192,000 gross per year, or $16,000 gross per month. Respondent's income is imputed at $55,000 gross per year, or $4,583 gross per month. Shawn shall pay child support to Paola in the amount of $788 per month, beginning the first of the month following entry of the Decree of Divorce. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit.

a. Reduction When Child Becomes 18. In accordance with Utah Code, § 81-6-213, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later.

10. Medical Expenses: Pursuant to Utah Code, § 81-6-208, if health, dental, and optical insurances for the benefit of the minor children is available to either party, it is reasonable and proper that the party shall be required to maintain such insurance.

a. Both parties 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 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 the minor children of the parties in this case.

b. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the minor children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

c. Both parties shall be equally responsible for all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. 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 subparagraphs C and D above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, Shawn's health, hospital, or dental insurance plan will be primary coverage for the minor children, Paola's health, hospital, or dental insurance plan will be secondary coverage for the minor children. If the minor children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household will be treated as if it is the plan of the parent and will retain the same designation as the primary or secondary plan of the minor children.

h. Pursuant to Utah Code, § 15-4-6.7, each party may elect for dental, medical, and school expenses to be created in separate accounts prior to services being initiated.

11. Childcare Expenses. Because of the age of the minor children, childcare expenses are not anticipated.

12. Alimony: Shawn shall pay Paola alimony in the amount of $2,500 per month for 14 years, beginning the first of the month following entry of the Decree of Divorce. Alimony shall automatically terminate if Paola cohabits or remarries or if either party dies

13. Real Property. The parties acquired a marital home during the course of the marriage, located at 82 E N. Santaquin UT 84655, which includes which includes four total parcels of land. Shawn is awarded possession of the marital home. Parties shall equally divide the equity in the house, which totals $415,000. Shawn shall pay Paola her

share of equity ($207,500) within 30 days of entry of the Decree of Divorce. Shawn intends to move out of the house if he remarries.

14. Financial Accounts.

Item:	**Awarded To:**
Mountain America Credit Union #0344	Both parties, equally. The account shall be divided as of its balance on February 1, 2026. Until the account is divided, the parties shall only use the funds therein for normal and customary expenses.
UCCU #7690	Both parties, equally. The account shall be divided as of its balance on February 1, 2026. Until the account is divided, the parties shall only use the funds therein for normal and customary expenses.

15. Business interests: Shawn has a non-guaranteed interest in Westring worth approximately $4,000, which is awarded to him free and clear of any obligation to Paola.

16. Personal Property. The following items of personal property shall be divided as specified below:

a. Shawn is awarded the Look trailer, 4-wheeler, and three dirtbikes.

b. The parties' remaining personal property shall be divided as they agree. If they cannot agree, they shall attend mediation. Each party shall be responsible for all remaining payments due on the vehicle in their possession. Each party shall remove the other party's name from the vehicle insurance policy as soon as practicable. Each party shall remove the other party's name from the vehicle's title as soon as practicable. If necessary, each party shall refinance the vehicle into his or her own name within 30 days of the entry of the Decree of Divorce. If the

party is unable to refinance the vehicle within 30 days, then the vehicle shall be immediately placed for sale.

17. Vehicles: The parties are awarded vehicles as follows: (1) Shawn is awarded the 2016 Toyota Tundra, the trailer, the 4-2heeler, and the KTM dirtbike; (2) Paola is awarded the 2024 Honda Pilot SUV, the Yamaha XT250, the 2013 Honda Pilot, and the two kids' dirtbikes (KLX110 and TTR90).

18. Debts. Any debts not otherwise specified herein is awarded to the party in whose name the debt was incurred.

19. Retirement. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage. Any necessary Qualified Domestic Relations Orders will be prepared by David Hunter, with the parties equally dividing the cost thereof.

20. Tax Credit. Unless otherwise agreed upon by the parties in writing, when there are two minor children, each party shall be entitled to claim one child for exemptions, deductions and credits for the purpose of filing federal and state income tax returns. When there is one minor child, the parties shall alternate claiming the child, with Shawn claiming for odd-numbered tax years and Paola for even-numbered tax years.

21. Maiden Name. Paola may return to her maiden name of Paola Oyanadel if she so desires.

22. Divorce Classes. The parties shall take the "Mandatory educational course for divorcing parents" and the "Mandatory orientation course for divorcing parties" within 14 days of execution of the Stipulation.

23. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.

24. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement.

25. Effective Date. This Stipulation of the parties becomes effective and enforceable when signed by all parties.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Paola Kitchen

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated September 11, 2026

BROWN FAMILY LAW, LLC

/s/ Nathaniel Garrabrandt
Nathaniel Garrabrandt
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2026 I caused to be served a true and correct copy of the foregoing by email to the following:

Paola Kitchen
Respondent pro se
paoyar@hotmail.com

/s/ Nathaniel Garrabrandt
Nathaniel Garrabrandt
Petitioner's Attorney