**The Order of the Court is stated below:**
**Dated:** October 21, 2026 05:20:03 PM **/s/** JARED ELDRIDGE
District Court Judge

DEVIN W. QUACKENBUSH (#14549)
KURT A. QUACKENBUSH (#61024)
**QUACKENBUSH LEGAL, PLLC**
488 East Winchester Street, Suite 310
Murray, UT 84107
Telephone: (385) 955-3533
Facsimile: (385) 955-3534
Email: info@quackenbushlegal.com
Email: kurt@quackenbushlegal.com
*Attorney and Licensed Paralegal Practitioner for Petitioner*

| | |
|---|---|
| IN THE FOURTH JUDICIAL DISTRICT COURT<br>IN AND FOR UTAH COUNTY, STATE OF UTAH<br>775 West Center Street, Spanish Fork, Utah 84660 | |
| In the matter of the marriage of:<br>DARRELL KAY SHEPPARD,<br>Petitioner,<br>and<br>KAYLEEN SHEPPARD,<br>Respondent. | **DECREE OF DIVORCE**<br><br>Civil No. 264300109<br>Judge: Hon. Jared Eldridge<br>Commissioner: Hon. Dustin Hardy<br>Discovery Tier: 4 |

This matter came before the Court by way of Petitioner Darrell Kay Sheppard's ("Petitioner") Verified Petition for Divorce. The Court finds, having reviewed the pleadings and the Stipulation and Settlement Agreement, that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, and for good cause appearing, it is hereby ORDERED, ADJUDGED, AND DECREED:

## PARTIES, JURISDICTION, AND VENUE

1. Residency: Kay is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. Marriage: The parties married in August 1989, in Provo, State of Utah. The parties are currently married. The parties separated on or about September 2025.

3. Divorce: The parties are hereby divorced from one another, and the bonds of matrimony are forever severed.

4. No Minor Children: There are no minor children of this marriage.

5. Taxes: The parties filed joint tax returns for the 2025 tax year, and the tax refund received has already been divided or consumed by the parties—in part by paying some of Kay's medical bills. The parties shall file separate tax returns for the 2026 tax year, and thereafter.

6. Alimony: Neither party is awarded alimony, now and forever.

7. Real Property: The parties acquired a home and real property located at 855 W 1100 N, Orem, UT 84057. This property is paid off—no mortgage.

a. Sale: Such property shall be listed for sale on or before December 1, 2026, with Jared Fields as the listing agent. Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home. In the listing, acceptable offers (or where applicable), the parties will identify that Kayleen will not be obligated to move out of the home prior to February 1, 2027.

b. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; (3) pay off the remaining balances of the credit

cards listed below to be paid in the sale of the home; and (4) the balance remaining thereafter to be divided equally between the parties.

c. Pending Sale: Pending the sale of the property, Kayleen shall have exclusive use and possession of the real property and will be responsible for the utilities and any and all other normal and routine expenses related to this property and shall be responsible for its maintenance and upkeep. However, if there are any expenses for large repairs beyond routine maintenance and upkeep, i.e., furnace replacement, the party who pays the expense shall be reimbursed from the home sale proceeds as a cost of the sale.

d. Property Tax: Pending the sale of the property, each party will pay one-half of the property tax due in November 2026.

8. Vehicles: Kayleen is awarded the Toyota Camry along with any associated insurance and expenses relating to this vehicle.

9. Personal Property: All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of October 2, 2026.

10. Bank Accounts:

a. The joint accounts at Chase Bank under account numbers *0128 and *3318 have been closed.

b. Each party is awarded all other bank or credit union accounts in his or her own separate name.

11. Debts: The debts will be paid as follows:

| *Creditor:* | *Approximate Balance:* | *To Be Paid by:* |
|---|---|---|
| Kay's IHC medical bills | Leftover balances for amounts owing prior to September 2025 | Paid in full in sale of house |
| Chase credit card1 | $3,983 | Kayleen min payment until, paid in full in sale of house |
| Chase credit card2 | $6,876 | Kayleen min payment until, paid in full in sale of house |
| Chase credit card3 | $6,139 | Kayleen min payment until, paid in full in sale of house |
| Capital One (Kohls Kayleen) | $1,240 | Kayleen 100% |

a. Chase Verification: On the 3 Chase credit cards, Kayleen represents that she has not used these cards from separation and that the balance of these cards was higher at separation than currently due to her payments. If Kay wants verification of this, Kayleen will provide credit card statements showing these facts within 45 days of his request.

b. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

c. Joint Debt Limit: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent.

12. Retirement Accounts:

a. Kayleen has a URS pension and Social Security benefits, which are awarded to her as her sole and separate property, free and clear of any claim of Kay.

b. Kay has a 401k account and Social Security benefits, which are awarded to him as his sole and separate property, free and clear of any claim of Kayleen.

13. Family Trust: The parties created a family trust and potentially other estate planning documents many years ago. The trust and the other estate planning documents shall be dissolved and will not be considered of any effect.

14. Former Name: Kayleen shall be granted the right to a name change in a final decree, if she so desires.

15. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

16. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

*** * * END OF DECREE OF DIVORCE * * ***

**Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this proposed DECREE OF DIVORCE will be entered by the Court's Signature at the top of the first page.**

**Pursuant to, and in accordance with, Utah R. Civ. P. 7, objections to the proposed DECREE OF DIVORCE must be filed with the Court within seven (7) days of service. The proposed DECREE OF DIVORCE will be submitted to the Court within seven (7) days of the date set forth in the Certificate of Service attached hereto.**

## CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of October 2026, a true and correct copy of the foregoing

proposed **DECREE OF DIVORCE** was filed with the clerk of court using the Utah Court Electronic Filing System, which will send notification of such to the following:

Scott Weight
Esplin Wight
290 West Center Street
P.O. Box L
Provo, UT 84603
Telephone: (801) 373-0200
Facsimile: (801) 373-4964
Email: scott@esplinweight.com

/s/ Shauntel Painter
*Legal Assistant at Quackenbush Legal, PLLC*