The Order of the Court is stated below:
Dated: October 25, 2026 02:17:34 PM **/s/** SHAWN R HOWELL
District Court Judge

Alexis A. Hooley #16845
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Attorney for Paul Kennington

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

IN THE MATTER OF THE MARRIAGE OF: PAUL KENNINGTON, Petitioner, and KAYLENE KENNINGTON, Respondent.	**DECREE OF DIVORCE** Case No. 244700067 Judge: Shawn R. Howell

The above-captioned matter came on regularly for consideration by the Court without hearing. Pursuant to the *Stipulation and Property Settlement Agreement* (the "Agreement"), a judgment for divorce can be entered. The Court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law,* does now ORDER, ADJUDGE, and DECREE:

1. Petitioner Paul Kennington ("Dad") and Respondent Kaylene Kennington ("Mom" and, together with Dad, the "Parties") are hereby awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the Court clerk.

Provisions Relating to Grounds

2. During the course of the marriage, the Parties have experienced irreconcilable differences that have prevented the Parties from pursuing a viable marriage relationship. A Decree of Divorce (the "Decree") shall be entered on the grounds of irreconcilable differences.

Provisions Relating to the Minor Children (the Parenting Plan)

3. There are four (4) minor children as issue of this marriage: J.J.K. 08/14/2010, T.P.K. 04/10/2014, Z.A.K. 02/25/2016, M.K.K. 05/08/2019 (collectively, the "Minor Children" and each, a "Minor Child").

4. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 78B-13-201 in that Utah was the home state of the Minor Children at the time of commencement of this proceeding.

5. Neither Party is receiving any public assistance for the benefit of the dependent Minor Children.

6. Pursuant to Utah Rule of Civil Procedure 100(a), the Parties jointly state, upon information and belief, that there are no proceedings for custody, child support or parent-time, a protective order or a criminal or delinquency case in regard to the Minor Children filed or pending in the Juvenile Court of this or any other state.

7. Advisory Guidelines: The Parties shall adopt the advisory guidelines found in Utah Code § 81-9-202 as their parenting plan, in addition to the specifications herein.

8. Legal Custody: It is in the Minor Children's best interest that the Parties be awarded Joint Legal Custody pursuant to Utah Code § 81-9-205 subject to the terms of the Parenting Plan herein, with neither Party to have "final say" and with joint decisions to be made pursuant to the Parenting Plan herein. Respondent shall be considered the "custodial parent" for purposes of parent-time.

9. Physical Custody and Step-Up Schedule: It is in the Minor Children's best interest that the Parties shall be awarded joint physical custody of the Minor Children pursuant to the terms of the Parenting Plan herein and according to the following "step-up schedule", whereby Dad shall work up to 50/50 parent-time pursuant to Utah Code § 81-9-305 once the oldest Minor Child J.J.K. begins her senior year of high school on September 1, 2027.

a. 60/40 Stage (from execution of this Agreement through the ensuing one (1) year until September 1, 2027: During the 60/40 Stage (on a temporary basis and subject to the specifications herein), Mom shall have Primary Physical Custody of the Minor Children pursuant to Utah Code § 81-9-303 with 220 overnights per year and with Dad having 145 overnights per year and being designated the non-custodial parent for purposes of parent-time.

i. *Regular parent-time rotation:* During the 60/40 Stage, Dad shall exercise regular parent-time as the Parties may agree. If the Parties do not agree, Dad shall have regular parent-time in

pursuant to Utah Code § 81-9-303 and according to the following visual representation rotation while school is in session:

We	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Mom	Mom	Mom	Dad	Mom		
2	Mom	Mom	Mom	Dad	Dad		
3	Mom	Mom	Mom	Dad	Mom		
4	Mom	Mom	Mom	Dad	Dad		

ii. *Summer extended parent-time:* During the 60/40 Stage, the Parties shall exercise summer extended parent-time pursuant to Utah Code § 81-9-303.

iii. *Holiday parent-time:* During the 60/40 Stage, the Parties shall exercise holiday parent-time pursuant to Utah Code § 81-9-303(15).

b. 50/50 Stage: During the 50/50 Stage (on a permanent basis and subject to the specifications herein), after September 1, 2027, Dad shall be entitled to increase his parent-time such that Mom shall have 183 overnights per year, and Dad shall have 182 over nights per year. During the 50/50 Stage and going forward, the Parties shall share Joint Physical Custody of the Minor Children pursuant to Utah Code § 81-9-305. Dad shall also be designated the non-custodial parent for purposes of parent-time.

i. *Regular parent-time rotation:* During the 50/50 Stage and going forward, Dad shall exercise regular parent-time as the Parties may agree. If the Parties do not

agree, regular parent-time shall be on a rotated 2-2-5-5 basis pursuant to Utah Code § 81-9-305, with Mom having overnights on Monday and Tuesday nights, Dad having overnights on Wednesday and Thursday nights, and the Parties alternating weekends through Monday mornings while school is in session. This two-week rotating schedule is represented visually as follows:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
2	Mom	Mom	Dad	Dad	Dad	Dad	Dad
3	Mom	Mom	Dad	Dad	Mom	Mom	Mom
4	Mom	Mom	Dad	Dad	Dad	Dad	Dad

ii. *Summer extended parent-time:* During the 50/50 Stage and going forward, the Parties shall exercise summer extended parent-time pursuant to Utah Code § 81-9-305(5).

iii. *Holiday parent-time:* During the 50/50 Stage and going forward, the Parties shall exercise holiday parent-time pursuant to Utah Code § 81-9-303(15).

12. Automatic Shift to Permanent Joint Physical Custody: Upon completion of the 60/40 Stage, the "step-up" schedule shall automatically terminate, and the Parties shall be automatically awarded Joint Physical Custody of the Minor Children on a non-temporary basis pursuant to Utah Code § 81-9-305 and subject to the terms of the Parenting Plan herein, with the

50/50 Stage's regular, holiday and extended summer parent-time schedules adopted on a non-temporary basis.

13. Child Support: Dad is employed by Fillmore City and Millard County. Dad's gross monthly income is approximately $4,984. Mom is employed by the Millard School District. Mom's gross monthly income shall be imputed at $3,072. Child support shall be calculated pursuant to Utah Code § 81-6-204 using the joint custody worksheet and the overnights awarded during each Stage. Child Support shall be automatically recalculated at each Stage, effective the first day of the month following advancement to the next Stages, as follows:

a. 60/40 Stage: During the 60/40 Stage (on a temporary basis and subject to the specifications herein), the joint custody worksheet shall be used to calculate child support, with Mom having 220 overnights per year and with Dad having 145 overnights per year. During the 60/40 Stage, Dad shall be ordered to pay child support to Mom for the Parties' Minor Children in the amount of $806 per month in accordance with Utah Code § 78B-12-203 beginning the first day of the month following entry of the Decree and continuing until advancement to the 50/50 Stage on September 1, 2027.

b. 50/50 Stage: Upon advancement to the 50/50 Stage, on September 1, 2027, child support shall be automatically recalculated, with Mom having 183 overnights per year and with Dad having 182 overnights per year. During the 50/50 Stage, Dad shall be ordered to pay child support to Mom for the Parties' Minor Children in the amount of $211 per month in accordance

with Utah Code § 78B-12-203 beginning September 1, 2027. This recalculation shall become permanent on September 1, 2027.

c. Automatic Recalculation of Child Support: Pursuant to Utah Code § 81-6-204 and after September 1, 2027, Dad's child support obligation and the Child Support order shall automatically be recalculated upon each Minor Child's subsequent graduation from high school, as follows:

i. *T.P.K.:* Upon T.P.K.'s high school graduation, Dad shall be ordered to pay child support to Mom for the Parties' Minor Children in the amount of $185 per month in accordance with Utah Code § 78B-12-203 beginning the first day of the month following T.P.K.'s high school graduation.

ii. *Z.A.K.:* Upon Z.A.K..'s high school graduation, Dad shall be ordered to pay child support to Mom for the Parties' Minor Children in the amount of $118 per month in accordance with Utah Code § 78B-12-203 beginning the first day of the month following Z.A.K's high school graduation.

iii. *M.K.K.:* Upon M.K.K.'s high school graduation, Dad's child support obligation shall terminate.

d. The Child support shall be paid until (1) a Minor Child reaches the age of majority or graduates from high school in the expected year of graduation, whichever occurs later, or (2) a Minor Child dies, marries, becomes a member of the armed forces of the United

States, or is emancipated in accordance with Utah Code § 78A-6-801 et seq. The child support may be submitted to and administered by the Office of Recovery Services (ORS).

e. The Party entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due to the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Party paying child support.

f. Child support shall be paid in two (2) increments each month: half on the 1st and half on the 15th of each month.

g. Pursuant to Utah Code § 81-6-208(8)(a), Dad shall be permitted to receive credit against the base child support award for Mom's reimbursable portion of medical insurance premium payments actually paid by Dad; at the time of execution of this Agreement, such credit shall be $111, calculated pursuant to the statutory framework set forth in paragraph 25, *infra*.

14. **Precedence of Parent-Time:** If a conflict arises in the parent-time schedule, the order of precedence shall be:

a. the holiday schedule for Mother's Day or Father's Day;

b. the holiday schedule for the Minor Child's birthday, unless a Party is exercising uninterrupted summer extended parent-time and takes the Minor Child away from such Party's residence during the uninterrupted summer extended parent-time;

c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or a Minor Child's birthday;

d. summer extended parent-time; and

e. the regular parent-time schedule.

15.First Right of Refusal to Provide Care: Parental care shall be preferred over surrogate care. Therefore, if either Party is available when the other Party is not available to personally care for the Minor Children during their scheduled parent-time for more than four (4) hours, the other Party shall have the first option to provide care for the Minor Children during such time. Nevertheless, an overnight stay at a friend, church event, or family member's house approved by the parent with parent-time shall not trigger either party's first right of refusal. A Party exercising the right of first refusal shall be responsible for all associated transportation

16.Transportation: Wherever possible, parent-time exchanges shall occur through the Minor Children's school(s), wherein the Party ending their parent-time timely drops the Minor Children off at school and the Party beginning their parent-time picks the Minor Children up from school. In all other instances, the Party beginning his or her parent-time shall be responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges shall be at 9 a.m.

17.Communication: The Parties shall communicate primarily by email and text message. All communication shall be civil and related to the Minor Children. Name-calling shall never be considered civil.

18.Travel: In accordance with Utah Code § 81-9-202(19), each Party shall be responsible to provide the other Party with an itinerary and contact information before traveling with the Minor Children overnight. All costs associated with uncommon or unusual travel with the Minor Children (such as vacations, trips, excursions, and special activities), including but not limited to fuel, lodging, food, entrance fees/tickets, etc., shall be the sole responsibility of the participating Party unless otherwise agreed upon by both Parties in writing beforehand.

19.Virtual Communication: The Minor Children shall be permitted to call either Party for unmonitored phone conversations for a reasonable duration and at reasonable hours.

20.Media: Both Parties shall take adequate safety measures in their homes for the Minor Children's electronic and internet access. The Minor Children shall only be exposed to age-appropriate media, including but not limited to movies, audio, television and video games.

21.Firearms: Both Parties shall take adequate safety measures in their homes for storage and use of firearms and weapons, including but not limited to storage of firearms, weapons and/or ammunition in locked, secure containers, with safety mechanisms engaged, and out of the Minor Children's reach at all times when such firearms, weapons and/or ammunition are not in use.

22.Address and Phone Number: Each Party shall keep the other Party informed of his or her address and telephone number at all times.

23.Medical Insurance Coverage: The Party with the best coverage shall be ordered to maintain in force any and all health insurance for the Minor Children, when it is available at a reasonable cost and the insurance coverage is accessible to the Minor Children. If at any time the Minor Children are covered by the insurance plans of both parents, Dad's plan shall be designated the primary coverage and Mom's plan shall be secondary coverage for the Minor Children. If a parent remarries and the Minor Children are not covered by that parent's insurance, but are covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary insurance. The Party who carries the insurance on the Minor Children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other Party on or before January 2nd of each calendar year. Furthermore, each Party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or shall have known of the change.

24.Medical Insurance Premiums: 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 the insurance. The Minor Children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of Minor Children of the Parties. Pursuant to Utah Code § 81-6-208(8), a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

25.Out-of-Pocket Medical Expenses: Each Party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the Parties' Minor Children including, but not limited to: out-of-pocket costs actually paid by either parent for the Minor Children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the Minor Children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the Minor Children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent shall reimburse them within 30 days of receiving verification. Under Utah Code § 81-6-208(10)(c) and (d), 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 expense or to recover the other Party's share of the expenses if that Party fails to comply with this provision.

26.Childcare: Each Party shall be solely responsible for any childcare expenses incurred during his or her parent-time

27. Claiming the Children on Taxes: The Parties shall share the tax deductions and credits related to the Minor Children. So long as four (4) Minor Children may be claimed, Mom shall claim the two (2) eldest Minor Children, and Dad shall claim the two (2) youngest Minor Children. So long as three (3) Minor Children may be claimed, Mom shall claim the middle

Minor Child, Dad shall claim the youngest Minor Child and the Parties shall alternate who may claim the oldest Minor Child beginning with Dad claiming the oldest Minor Child in the first year the Parties are divorced. When only two (2) Minor Children may be claimed, Mom may claim the older Minor Child and Dad may claim the younger Minor Child. When only one (1) Minor Child may be claimed, the Parties shall alternate who may claim the remaining Minor Child, with Dad claiming such Minor Child in even-numbered tax years and with Mom claiming such Minor Child in odd-numbered tax years. Either party's ability to claim the Minor Children on taxes is subject to their being current on all child support obligations and/or other reimbursable expenses by December 31 of that tax year. If they are not current, then they shall forfeit their right to claim the Minor Children.

28. **Extra-curricular Activities:** The Parties shall discuss which extra-curricular activities the Minor Children shall participate in. The Parties shall support the Minor Children in these extra-curricular activities whenever they have agreed on a Minor Child's involvement in any activity in writing. A Party who enrolls a Minor Child in an activity without discussing it with the other Party (and obtaining their agreement in writing) is solely responsible for the associated costs. A Party shall provide receipts for payment of extra-curricular expenses or school fees to the other Party within 30 days of incurring or paying the expense. The other Party shall reimburse within 30 days of receiving the proof from the paying Party.

29. Because child support is calculated using the joint custody worksheet, it is expected that both Parties shall provide clothing and necessities for the Minor Children in their

respective homes. Each Party is responsible for providing the Minor Children with a school lunch or lunch money on the days they deliver the Minor Children to school. The Parties shall equally share any mandatory school fees including, but not limited to, registration fees, lab fees, mandatory supplies, bus fees, etc. For non-mandatory school fees, the Parties shall discuss such fees and make a decision regarding payment of such fees using the decision-making process described in Section 39 *infra*.

30. **Mutual Restraining Order:** The Parties shall be restrained from disparaging the other Party to or in the presence of the Minor Children and shall instruct third parties to also be so restrained. Both Parties shall be restrained from discussing the legal action or divorce finances with or in the presence of the Minor Children and shall instruct third parties to also be so restrained. The Parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other Party at any time or in any place.

31. **Medical Information:** Both Parties shall have the right to obtain medical information on the Minor Children from healthcare providers directly without the necessity of going through the other Party or getting their permission.

32. **Educational Information:** Both Parties shall have the right to obtain educational information regarding the Minor Children directly from educators and counselors without the necessity of going through the other Party or getting their permission.

33. Each Party shall be listed as a parent for the purposes of school contact or medical care provider contact.

34. **Notice of Activities:** Both Parties shall have the right to be notified by the other Party of major events in the Minor Children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend. However, each Party has an individual duty to make best efforts to keep themselves apprised of the Minor Children's activities and events.

35. **Communication:** Each Party shall communicate directly with the other Party and not through third persons. The Minor Children shall never be used as messengers. Communication shall be respectful and at no time shall it be sarcastic or derogatory. Communication shall be limited to matters involving the Minor Children such as their health, activities, and well-being. In the event of a Minor Child's medical emergency, each Party shall promptly notify the other.

36. **Out of State Travel:** Any Party intending to take a Minor Child out of the state of Utah shall provide a brief itinerary to the other Party, including a telephone number for emergency communication as stated in Utah Code § 81-9-202(19).

37. **Relocation:** The Parties shall follow the notice provisions of Utah Code § 81-9-209.

39. **Decision Making:** It is anticipated that parental decisions shall be required for major decisions in raising the Minor Children, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the Parties shall discuss the issues. Each Party shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the Parties shall seek input from the treating

physicians or educators. Both Parties shall be provided with such input. Neither Party shall have "final say." If the Parties are unable to agree, they shall attempt to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing.

40. **Schools:** The Minor Children shall remain enrolled in their current schools, along with any feeder schools. If at any time neither Party is living in the current school district and the Minor Children are unable to remain enrolled as anticipated in the divorce, the Parties shall attend mediation with a certified domestic relations mediator to determine ongoing school enrollment.

41. **Religion:** The Minor Children have historically been raised in the Church of Jesus Christ of Latter-day Saints (the "LDS Church"). It is reasonable that the Minor Children shall receive the traditional ordinances, rites and/or ordinations of the LDS Church at the traditional ages for such ordinances, rites and/or ordinations, if the Minor Children so choose, without the need for either parent's consent. If Dad is deemed worthy by his ecclesiastical leader, he shall be entitled to perform such ordinances, rites and/or ordinations for the Minor Children.

42. **Emergency Medical Decisions:** The parent who has the Minor Children at the time they suffer a medical emergency shall have the authority to make any initial decision regarding such Minor Child's emergency medical care. That Party shall notify the other Party of the emergency immediately.

43. **Day-to-Day Decisions:** Whichever Party has the Minor Children in his or her physical custody may make minor, day-to-day decisions regarding the Minor Children and their care.

44. Implementation of Treatment: Each of the Parties shall facilitate, help and promote the taking of medication or other regimens of therapy for the Minor Children as prescribed by a doctor.

45. Mediation Before Litigation: If the Parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the Parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the Court.

46. Tattooing, Body Piercing, and Permanent Cosmetics: Neither Party shall permanently change the appearance of the body of the Minor Children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other Party, nor shall either Party allow a third party to do so.

47. Corporal Punishment: The Parties shall refrain from using corporal punishment with the Minor Children and shall prevent third parties from doing so.

NON-CHILD-RELATED PROVISIONS

Provisions Relating to Debts and Obligations

48. During the course of the marriage, the Parties acquired certain debts and obligations, most of which were paid off from the proceeds of the sale of the Marital Home; the Parties' remaining unpaid debts and obligations are as follows:

Creditor and Last Four of	*Held in Whose Name*	*Held in Whose Name Post-*
UCCU Credit Card	Both Parties	Petitioner
Amazon Credit Card	Respondent	Respondent
Auto Loan for Toyota Sienna	Both Parties	Respondent – Respondent shall pay off or refinance the loan at Deseret First Credit Union, acct. no. 8111 to remove Petitioner's name therefrom within 30 days of
Personal Loan on Dodge 2006 Dodge Ram	Both Parties	Petitioner – Petitioner shall pay off or refinance the loan at Millard County Credit Union, acct. no. 12396 to remove Respondent's name therefrom within 30 days of

49. Each Party shall be solely responsible for the debts held in his or her separate name and shall hold the other Party harmless therefrom.

50. 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. Each Party shall hold the other Party harmless from the other Party for their debt awarded them.

Provisions Relating to Personal Property

51. Each Party shall be awarded all personal property in his or her possession except as otherwise provided below.

52. **Vehicles:** Respondent shall be awarded the Toyota Sienna. Petitioner shall be awarded the Dodge Ram and the Honda Rebel motorcycle. The Parties shall work together to remove the other Party's names from any titles or records of ownership within sixty (60) days of entry of the Decree of Divorce. Each Party awarded property under this section shall also assume and be responsible for any debt and/or liabilities associated therewith and hold the other Party harmless therefrom.

53. Auto Insurance: Each Party shall be responsible for maintaining his or her own automobile insurance policy. Upon execution of this Agreement, Mom shall remove Dad from the Parties' current automobile insurance policy, and Dad shall obtain his own automobile insurance policy. Each Party shall also be responsible for adding and maintaining appropriate coverage for the Minor Children who obtain driver's licenses.

54. Accounts: The Parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage as follows:

Creditor and Last Four	*Held in*	*Held in Whose Name*
Utah Community Credit Union, 810558	Both Parties	Petitioner – Respondent shall remove her name from this account within 30 days of
Deseret First Credit Union, 8111	Both Parties	Respondent – Respondent's Toyota Sienna loan is associated with this account, and Petitioner shall remove his name from this account in conjunction with Respondent's payoff or
Millard County Credit Union, 12396	Both Parties	Respondent – Petitioner's Dodge 2006 Ram loan is associated with this account , he shall remove his name from this account in conjunction with his
Millard County Credit Union, 20958	Petitioner	Petitioner

55. The Parties shall be awarded the accounts in their own names as their separate property, free and clear of any claim by the other Party, and each Party shall work to do what is necessary to remove their names from the above stated joint accounts as stated herein.

56. **Businesses:** During the course of the marriage, the Parties have not acquired an interest in any business entities.

Provisions Relating to Retirement Accounts

57. Retirement Accounts: During the course of the marriage, the Parties have acquired pensions, retirement benefits, 401(k)s, IRA's, and/or deferred compensation plans. Each Party shall be awarded the marital portion of such accounts pursuant to the *Woodward* formula regarding retirement accounts held in his or her name as separate property. Attorney Kelli Larson at Pearson Butler should prepare any needed QDRO's and each party will pay for $^1/_2$ of her flat rate of $750 per QDRO cost to do so. Such accounts include Petitioner's Primerica (Roth IRA), Petitioner's Utah Retirement Systems 401(k), Petitioner's Utah Retirement Systems pension, Respondent's Utah Retirement Systems 401(k), and Respondent's Utah Retirement Systems pension (if applicable). The parties shall work together, along with Kelli Larson, to take the most efficient route necessary to split the above-stated retirement accounts.

Provisions Relating to Life Insurance

58. Life Insurance: Each Party shall be entitled to keep his or her respective life insurance policy or similar benefit as separate property.

Provisions Relating to Real Property

59. Real Property: During the course of the marriage, the Parties have acquired an interest in real property, commonly known as 245 West 400 North, Fillmore, Utah 84632. Such real property was sold in or around October 2025, and the proceeds of such sale were used to pay off various joint debts of the Parties.

Miscellaneous Provisions

60. **Alimony:** During the 60/40 Stage, Dad's total monthly support obligation to Mom shall be $806 per month (before applicable credits for reimbursable health insurance premium payments). In other words, no alimony shall be paid by either Party during the 60/40 Stage. Upon conclusion of the 60/40 Stage and commencement of the permanent 50/50 Stage, and thereafter, Dad's total monthly support obligation to Mom shall be $750 per month (before applicable credits for reimbursable health insurance premium payments) monthly; this total monthly support obligation shall be calculated as follows, using step-up increases in alimony that are tied to the Minor Children's high school graduations and Dad's concurrent automatic reductions in child support obligations:

a. T.P.K.: Upon T.P.K.'s high school graduation, Dad shall be ordered to pay alimony to Mom in the amount of $539 per month beginning the first day of the month following T.P.K.'s high school graduation (when added to Dad's child support obligation of $211 per month, before applicable credits for reimbursable health insurance premium payments, such $539 alimony payment should bring Dad's to total support obligation to $750 a month).

b. Z.A.K.: Upon Z.A.K..'s high school graduation, Dad shall be ordered to pay alimony to Mom in the amount of $632 per month beginning the first day of the month following Z.A.K.'s high school graduation (when added to Dad's child support obligation of $118 per month, before applicable credits for reimbursable health insurance premium payments, such $632 alimony payment should bring Dad's total support obligation to $750 per month).

c. M.K.K.: Upon M.K.K.'s high school graduation, Dad shall be ordered to pay alimony to Mom in the amount of $565 per month beginning the first day of the month following M.K.K.'s high school graduation (when added to Dad's child support obligation of $185 per month, before applicable credits for reimbursable health insurance premium payments, such alimony payment should bring Dad's total support obligation of $750 per month).

d. Alimony shall terminate upon the earliest of:

i. M.K.K.'s graduation from high school;

ii. Mom's remarriage;

iii. Mom's cohabitation, as defined by applicable law; and/or

iv. the death of either Party.

61. **Restoration of Maiden Name:** Mom's name shall be restored to Kaylene Kelly, if she so chooses.

62. **Attorney's Fees:** Each Party shall be responsible for his or her own attorney's fees.

63. **Delivery of Documents:** Each Party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

64. Each Party has consulted with their respective counsel of record or has been given the opportunity to consult with counsel; (2) each party is free from any disability or impairment that might interfere with their competence to know and understand this agreement; (3) each party has

been, or has understood that it is their right to be, fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations, arising out of the marital relationship or otherwise, by counsel of their own choice and selection; (4) each party understands what the stipulation means and requires them to do, and they believe it to be fair, just and equitable; and (5) neither Party is engaged in military service.

65. Participation in Drafting: Both Parties participated in the negotiation and drafting of their stipulation, with legal counsel available. As such, if there is any vagueness or ambiguity contained herein, the questionable terms shall not be interpreted against the interest of either Party as the drafting Party.

66. Full Agreement Settling All Pending Issues: The Parties agree have disclosed all assets and debts to one another and that their Stipulation and Settlement Agreement settles all of those issues. Further, it is fair and equitable that if a debt has not been disclosed or is not listed above, that the Party who opened or created the debt shall be responsible for such debt and hold the other Party harmless therefrom.

IT IS SO ORDERED.

[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

DATED September 17, 2026.

PEARSON | BUTLER

/s/ Alexis A. Hooley
Alexis A. Hooley, Esq.
Attorney for Paul Kennington

APPROVED AS TO FORM AND CONTENT:

/s/ James McGarvey

James McGarvey

Attorney for Kaylene Kennington

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District

Courts of the State of Utah, that this Order prepared by Paul Kennington's counsel shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

DATED September 17, 2026.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September 2026 I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE (PROPOSED)** via E-Mail to:

James McGarvey
jmcgarvey@lawofficeofjpm.com
Attorney for Kaylene Kennington

/s/ Saylor Miller
Saylor Miller
Paralegal for Alexis A. Hooley