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**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF UTAH, IN AND FOR THE COUNTY OF DAVIS - FARMINGTON**

In the matter of the marriage of KYLE SIMMONS, Petitioner, and ALLI MICHAL SIMMONS, Respondent.	DECREE AND JUDGMENT OF DIVORCE Case Number: 264700586 Judge: Ronald Russell Commissioner: Julie Winkler
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This matter is submitted to the Court pursuant to the Verified Stipulation entered into between Petitioner and Respondent. The Court having reviewed the Verified Stipulation, pleadings on file, and having been fully advised in the premises, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law herein:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

DIVORCE

29. 1. Petitioner is granted a Decree of Divorce from Respondent on his Petition for irreconcilable differences.

CUSTODY, PARENT TIME AND SUPPORT

2. There is one child born of the marriage, namely: S.M.S., born October 12, 2018.

3. It is reasonable and proper that the parties share legal and physical custody, with parent time equally divided between the parties as they can agree. If they cannot agree, then the parties will utilize the schedule set forth under §81-9-305, below.

i. Holiday: Holidays will be scheduled as the parties agree in writing. In the event the parties cannot agree, then the holiday schedule will be as follows below:

Holiday	Holiday Time Period	KYLE'S YEARS	ALLI'S YEARS
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 Child; (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 Dr. Martin Luther King Jr. Day.	Odd	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with	Even	Odd

	Minor Child; (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.		
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 Child; (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 Memorial Day.	Even	Odd
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 Juneteenth if the day before Juneteenth 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 Minor Child; (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.	Odd	Even

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 Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the	Even	Odd

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

iv. Extended: For extended parent-time with Minor Child, and at the election of each parent, the parent is entitled up to four weeks of parent-time with Minor Child, which may be consecutive, when school is not in session for summer break. Each parent shall submit their summer parent time request by May 1. If there are overlaps, mother will have first choice in even years; father first choice in odd years. For the four weeks:

a. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

b. two weeks, which may be consecutive, may be interrupted by the other parent for a weekday visit on the same day on which the other parent is granted weekday parent-time.

B. 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. The holiday schedule for Minor Child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Child away from that parent's residence during the uninterrupted extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Child's birthday.

iv. Extended parent-time; and

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

4. The child's current address as of the time of execution of this document (her residence) shall be considered Minor Child's home residence for purposes of identifying the appropriate school. The child will not be moved from the current school boundary without mutual written consent of the parties.

5. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Child when Minor Child is at the other Party's home at reasonable times and for reasonable durations.

6. Whenever Minor Child travels with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where Minor Child or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of Minor Child's location.

7. If one Party moves more than 150 miles, then Parties shall abide by Utah Code, Section 81-9-209.

8. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time.

PARENTING PLAN

9. The parties agree to follow the Utah Advisory guidelines under Code Ann. §81-9-

202, as amended, and as set forth herein.

10. **Decision Making.** In light of the joint legal custody, the parties will share decision making as follows:

- a. Day-to-Day Decisions: The parent who is then having parental time with the child may make minor day-to-day decisions regarding the child's care without having to consult with the other parent.
- b. Major Decisions: During their Sunday night telephone conference, the parties shall consult with one another and reach agreements on major issues concerning the medical, dental, general welfare, and education of their child. If the parties cannot reach an agreement between themselves on any major decision, it shall be addressed as follows:
 - i. They will consult an expert in the area of disagreement (ie: doctor for medical issues, school counselor or principal for school issues etc.) to try to reach a resolution. If this fails to resolve the issue, the parties are to attend mediation with each party being responsible for one-half of the costs of mediation.
 - ii. If after mediation, the parties still do agree on resolution, either may petition the court for assistance.
- c. Emergency Treatment: Either party may initiate emergency medical, dental, or psychological treatment for the child, but shall notify and involve the other party as soon as possible after initiating such treatment.

11. **Co-Parenting Provisions.**

- a. A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.
- b. A parent-time schedule shall be used to maximize the continuity and stability of the child's life.

- c. The parties each recognize that they will be required to communicate about their child and parent time schedules. The parties shall utilize a google calendar, which both parties may access and edit, for parenting communications about extra curricular activities, events, and honors involving the child.
- d. Each parent shall give special consideration 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 parent-time schedule.
- e. Each parent shall have the child ready for parent time at the time the child is to be picked up, and to also be present at the custodial home or otherwise make reasonable alternate arrangements to receive the child when they are to return. If there are any changes to pick up/drop off locations or times, the other parent is to be notified as soon as reasonably practicable.
- f. A parent may not interrupt regular school hours for a school-age child, absent illness or emergency, unless the other parent agrees in advance in writing.
- g. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

- h. Each parent shall notify the other parent within 24 hours of receiving notice of any significant school, social, sports, community functions, and medical appointments in which the child is participating.
- i. Both parents are entitled to attend and participate fully in all significant school, social, sports, and community functions in which the child is participating or being honored.
- j. Both parents shall have access directly to all school reports and medical records.
- k. A parent shall immediately notify the other parent in the event of a medical emergency involving the child.
- l. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and provide the other parent with the name, current address, and telephone number of all surrogate care providers.
- m. Each party shall be allowed reasonable telephone and/or virtual visitation with the child when they are with the other parent. Such visitation shall occur at reasonable hours and for reasonable duration.
- n. Unless otherwise agreed, the parties shall equally share parent time transportation. The parent exercising parent time on a school night shall ensure the child arrives at school on time, absent illness or emergency.
- o. When either party travels more than 150 miles from their respective

residences with the minor child, that party must provide the other parent, as least seventy-two (72) hours before departure, with an itinerary showing where the party and/or child will be staying, and a telephone number where they can be reached, in addition to the name and telephone number of an available third person who would be knowledgeable of the child's location. If the child is traveling out of state with any party or group other than a parent, both parents should be notified of said travel and be provided with the equivalent information as required in this paragraph above.

- p. Neither parent shall speak negatively about or to the other parent or their extended family members in the presence of or within earshot of the minor child. The parties shall remove the child from any situation where friends or family members are speaking negatively about or to the other parent or their extended family members in the presence of the child.

12. **Extracurriculars.** The parties shall equally divide all associated costs with the child's extracurricular activities to the extent participation in said activity is agreed upon in writing. Should the parties not agree on an extracurricular activity, the proponent may still enroll the child at their sole option and expense so long as said enrollment does not unduly interfere with the other parent's parent time.

13. **School Costs.** The parties shall equally share the costs of any school fees incurred by the child's attendance at school.

PROVISIONS REGARDING RIGHT OF FIRST REFUSAL

14. There shall be no right of first refusal.

PROVISIONS REGARDING SUPPORT PAYMENTS

15. Alli is employed by Ogden Clinic and earns \$4174.00 each month.
16. Kyle is employed with KSimmons Holdings, LLC earning \$3860.00 each month.
17. Pursuant to Utah Code, Sections 81-6-202 through 305, Alli is obligated to pay child support in the amount of \$10.

a. According to Uniform Child Support Guidelines, joint child support worksheet, and pursuant to Utah law which allows a party to move within ten dollars of the child support amount without it being considered a deviation, Alli's child support obligation is within \$10 of the deviation therefore neither party will be obligated to pay child support.

- b. There are no child support arrearages.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

18. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Child is involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to 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 other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

19. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child 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 Minor Child's portion of insurance. Minor Child'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 minor children of Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

c. 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 Minor Child 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.

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, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Alli shall be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Kyle shall be secondary coverage for Minor Child. If Minor Child is 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 shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Child.

h. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

REAL PROPERTY

20. During the marriage the parties acquired a marital home located at 551 North Creekside Lane, Kaysville, Utah. The property shall be retained with both parties remaining on title.

21. It is reasonable and proper that Alli continue to reside in the marital home with the parties

minor child until such time as Alli becomes involved with another person and that person moves into the home, at which time Alli shall pay Kyle his equitable share of the home or the home shall be sold and the proceeds divided equally.

22. Kyle shall make the primary mortgage payment on the home during the time period Alli remains in the home under the conditions set forth above.

23. Alli shall be responsible for real property taxes and upkeep and maintenance of the home, except if property taxes are included in the mortgage payment, then Kyle shall make that payment.

24. Alli shall be responsible for paying the HELOC on the home in an approximately amount of \$400 each month.

PERSONAL PROPERTY & DEBT

25. During the course of the marriage, the parties have acquired various items of personal property, including automobiles and household furnishings, and the Court shall equitably divide the personal property except as set forth below.

26. The parties have various bank and investment accounts which shall be equitably divided. Alli shall receive the America First Credit Union account. Kyle shall retain and keep the DL Evans Bank account.

27. Kyle shall retain and be awarded all interest in his business, KSimmons Holding, LLC, dba Heavy Metal Laser, with Alli waiving any and all rights thereto.

28. Allie shall retain the 2025 Ford Bronco, however as part of a global settlement, Kyle shall pay all loan payments thereon time, including insurance. In the event Alli sells or trades the

vehicle in for another vehicle, Kyle's obligation for payment shall cease.

29. Kyle will retain all other vehicles in his possession. In the event he elects to sell any of the vehicles, he shall pay Alli her equitable share at the time of sale.

30. Each party shall be awarded their separate property from before the marriage, if any.

31. Petitioner is unaware of any marital debt, however in the event there is marital debt, the Court should equitably determine a division thereof. The party ordered to pay such debt shall be responsible for the same, and be required by an order of this Court to indemnify the other and hold the other harmless from any loss, damage, demand or claim of any kind arising from his or her failure or neglect to do so.

32. Each party shall provide notice to any creditor under U.C.A. §§ 3-3-5, 81-4-406(3) and 15-4-6.5 of this Court's Decree awarding an equal division of marital debt set forth under the Decree of Divorce.

33. During the course of the parties' marriage, the parties established or maintained employer sponsored retirement benefits as defined by the Internal Revenue Service. Those employer sponsored retirement accounts shall be awarded to the person in whose name is on the account with the other party waiving their right thereto.

34. The parties' joint Roth IRA will be divided equally and can be rolled into each other's separate retirement accounts.

MISCELLANEOUS PROVISIONS

35. The parties shall file separate tax returns for 2026 and each year thereafter.

36. Alli shall claim the child for tax purposes in even years; Kyle shall claim the child in odd

tax years.

37. Both parties are gainfully employed or are capable of gainful employment and therefore neither party should be awarded alimony.

38. Following the entry of the Decree of Divorce, neither party shall be responsible for the other parties' healthcare expenses and premiums.

39. Each party hereto should be obligated to cooperate with the other in executing any documents as necessary and ordered by this court.

40. It is reasonable and proper that Alli may resort to her maiden name of Favatella should she so elect.

FULL DISCLOSURE

41. Both parties entered into a Verified Stipulation based upon full disclosure by each party to the other of all relevant and material information concerning all aspects of this divorce proceeding. Each party warrants and represents to the other that there has been a full and fair disclosure of such information to the best of each party's knowledge.

VOLUNTARY CONTRACT

42. Petitioner and Respondent agree that the various rights and awards granted herein are contractual and based upon the consideration bestowed by each upon the other through the provisions of the Stipulation. In the event either party to the Verified Stipulation defaults on his or her obligations thereunder, the party in default shall be liable to the prevailing party for all reasonable expenses, including attorney's fees and court costs incurred in the enforcement of the obligations created by the Stipulation and this Decree.

-----**END OF ORDER**-----
(Court Signature appears at the top of the first page)

APPROVED AS TO CONTENT
AND FORM:

*/s/ Alli Michal Simmons
Electronically signed by Christopher A.
Beins with the electronic permission of
Alli Michal Simmons*

ALLI MICHAL SIMMONS
Respondent