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**IN THE SECOND JUDICIAL DISTRICT COURT**  
**DAVIS COUNTY, STATE OF UTAH**

|                                                                                                                 |                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>In the matter of the marriage of: MARANDA<br/>KIRKMAN KEALAMAKIA<br/>and<br/>JACOB NAKANA'ELA KEALAMAKIA</b> | <b>DECREE OF DIVORCE</b><br><br><b>Case No: 264700973</b><br><br><b>Judge: Joseph Bean</b><br><b>Commissioner:</b><br><b>Christina Wilson</b> |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

The above-captioned matter having come before the above-referenced Court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised states:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

Provisions Relating to Termination of Marriage

1. Maranda and Jacob were married in Bountiful, Utah on March 1, 2017.
2. The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Provisions Relating to Minor Children

3. The parties have two minor children: K.R.K. (12/28/2021) and K.N.K. (03/20/2024).

#### Provisions Relating to Legal Custody

4. The parties are awarded joint legal custody of the minor children.

### **Parenting Plan**

#### Decision Making

5. Each party may make day-to-day decisions while the children are in their care or custody.
6. Each party may make emergency decisions while the children are in their care or custody and must notify the other parent of the emergency as promptly as possible under the circumstances.
7. The parties will discuss all major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor children and make good faith efforts to come to an agreement.

#### Dispute Resolution

8. Regarding day-to-day decisions:
  - a. With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the children without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own

parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

#### 9. Major Decisions

a. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children), the parties shall adhere to the following dispute resolution procedure:

b. Notice: The parties shall notify one another no later than within forty-eight (48)

hours of being made aware of an issue that requires a decision pertaining to these matters.

c. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

d. Discussion: The parties shall then discuss the matter in good faith and take into

account one another's full point of view regarding the matter.

e. Consultation: If a decision cannot be reached after consulting in good faith, the

parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

f. If the parties still cannot agree, neither party will have final say regarding any of the major issues.

i. Mediation: If either party wishes, the parties shall promptly retain the

assistance of a mediator to resolve a major decision dispute, with the parties splitting the costs of such mediation 50/50 to resolve an ongoing issue.

ii. Court Review: If the parties still cannot agree after mediation either party

may bring the issue before the court.

g. No Undue Delay: Neither party shall cause any undue delay in utilizing this

decision-making process and shall pursue the speedy resolution of all disputes.

#### Education Plan

10. The residence of Maranda is used for the purpose of identifying where the children shall be enrolled in school unless the parties agree otherwise.

11. Both parties may have authority to check the children out of school but shall not do so without good reason nor shall they do so in order to exercise parent-time.

#### Holidays

12. Holiday parent-time is shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to

agree they are divided pursuant to the provisions of the following table (with Jacob designated as the custodial parent only for holiday purposes):

| 17. Holiday                    | Holiday Time Period                                                                                                                                                                                                                                                                                    | Years Maranda is Granted Holiday                                                                 | Years Jacob is Granted Holiday                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day. | Odd years                                                                                        | Even Years                                                                                    |
| President's Day                | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.  | Even Years                                                                                       | Odd Years                                                                                     |
| Spring Break                   | (2) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(3) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                        | Odd Years                                                                                        | Even Years                                                                                    |
| Memorial Day                   | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Memorial Day.                   | Even Years                                                                                       | Odd Years                                                                                     |
| Mother's Day                   | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                                                             | All years if noncustodial parent is the mother or other parent granted the holiday in the order. | All years if custodial parent is the mother or other parent granted the holiday in the order. |

|              |                                    |              |                        |
|--------------|------------------------------------|--------------|------------------------|
| Father's Day | (4) Holiday begins on Father's Day | All years if | All years if custodial |
|--------------|------------------------------------|--------------|------------------------|

|                                 |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|                                 | at 9 a.m.<br>(5) Holiday ends on Father's Day at 7 p.m.                                                                                                                                                                                                                                                                                                                  | noncustodial parent is the father or other parent granted the holiday in the order. | parent is the father or other parent granted the holiday in the order. |
| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | Even Years                                                                          | Odd Years                                                              |
| Independence Day                | (1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                                                       | Odd Years                                                                           | Even Years                                                             |
| Pioneer Day                     | (6) Holiday begins on July 23rd at 6 p.m.<br>(7) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                                                                                                     | Even Years                                                                          | Odd Years                                                              |
| Labor Day                       | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Labor Day.                                                                                     | Odd Years                                                                           | Even Years                                                             |
| Columbus Day                    | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                                                                                                              | Even Years                                                                          | Odd Years                                                              |
| Fall Break                      | (8) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(9) Holiday ends at 7 p.m. on the                                                                                                                                                                                                                                                         | Odd Years                                                                           | Even Years                                                             |

|           |                                                                                                                                                                                                          |            |           |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
|           | day before school resumes                                                                                                                                                                                |            |           |
| Halloween | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school. | Even Years | Odd Years |

|                            |                                                                                                                                                                                                                                                                                                 |            |            |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                            | (2) Holiday ends at 9 p.m. on the same day the holiday begins.                                                                                                                                                                                                                                  |            |            |
| Veterans Day               | (10) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(11) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                   | Odd Years  | Even Years |
| Thanksgiving               | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                         | Even Years | Odd Years  |
| Winter Break (First Half)  | (1) Holiday begins at:<br>(a) 6 p.m. on the day on that school dismisses for winter break; or<br>(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.<br>(2) Holiday ends on December 27th at 7 p.m. | Odd Years  | Even Years |
| Winter Break (Second Half) | (1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                                                   | Even Years | Odd Years  |
| Day of Child's Birthday    | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                                      | Even Years | Odd Years  |

|                                         |                                                            |           |            |
|-----------------------------------------|------------------------------------------------------------|-----------|------------|
| Day Before or After<br>Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. | Odd Years | Even Years |
|-----------------------------------------|------------------------------------------------------------|-----------|------------|

Uninterrupted/Extended Time

18. The parties each have two weeks of uninterrupted time in the summer. Each party shall notify the other party of when they intend to take their uninterrupted time by May 1st of each year Maranda having first choice in odd years and Jacob having first choice in even years.

19. There is no additional extended or interrupted time except by written agreement of the parties.

Special Consideration for Major Family Events

20. The parties shall give special consideration for major events in each of their respective families despite the parent time schedule including but not limited to: weddings, funerals, reunions and other major special events.

Notice for Travel

21. For emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent:

- (a) an itinerary of travel dates;
- (b) destinations;
- (c) places where the children or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

### Relocation

22. If a party intends to move 150 miles or more from the residence of the other parent, they shall be required to provide 60 days advance written notice of their intent to relocate.

23. If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders of the court, then they shall be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

### Mutual Restraints

24. Each party is mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor children and should remove the child from third parties engaged in such conduct;
- b. Discussing adult issues, including this action with the children and should remove the children from third parties engaged in such conduct;
- c. Using the children as messengers or courier between them;
- d. Questioning the children about their parent-time or relationship with the other parent, interrogating the children about their visitation with the other parent, discussing this case with the children, or bribing or coaching the children to make statements regarding custody or visitation;

- e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.
- f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor children. Neither party should permit third parties to engage in such conduct.
- g. Using alcohol to excess or using illegal drugs (including non-prescribed prescription drugs) while with the children. Neither parent should permit the children to stay around any third party who is or has been using alcohol to excess or using illegal drugs, except as may incidentally occur in public settings.

25. Parties shall not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

#### Virtual Parent-Time/Telephone Contact

26. As long as equipment and service are available, both parents shall be entitled to virtual parent-time, telephone calls, and texting with the minor children during the other parent's time, as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the children at the time.

*\*\*\*End of parenting plan\*\*\**

#### Provisions Relating to Physical Custody

27. The parties shall share joint physical custody of the minor child.

28. For school purposes, the children is enrolled at Syracuse Elementary School and its feeder schools so long as at least one parent remains in those school boundaries or is able to secure a boundary waiver for the school, unless written agreement otherwise by the parties.

Provisions Relating to Parent-Time

29. The parties shall share parent time as they can agree. However, if the parties cannot agree they should share parent time based on 50/50 custody arrangement.

The parties shall follow a 2-2-5 schedule if they cannot agree otherwise.

| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|-----|-----|------|-----|-------|-----|-----|
| Mom | Mom | Mom  | Dad | Dad   | Dad | Dad |
| Dad | Mom | Mom  | Dad | Dad   | Mom | Mom |

Provisions Relating to Pick-ups and Drop-offs

30. The person starting parent time will do the driving unless otherwise agreed in writing. Exchanges shall be at school unless school is not in session in which case the exchanges shall be curbside.

Provisions Relating to Right of First Refusal

31. If either party is unable to supervise the minor child for an 8 hours/overnight period or longer during their parent-time, the parent not exercising parent-time shall have the right to exercise parent time instead of using surrogate care.

- a. Supervision by stepparents or grandparents should not count for triggering the right of first refusal.

#### Provisions Relating to Child Support

32. Maranda's gross monthly income is approximately \$7,578.00 per month.
33. Jacob's gross monthly income is approximately \$5,373.00 per month.
34. In accordance with the income of Maranda and Jacob, Maranda is ordered to pay child support to Jacob consistent with the state guidelines, in the amount of \$187.00 per month (182 nights for Maranda and 183 for Jacob), effective June 1, 2026.

#### Provisions Relating to Extracurricular Activities and School Fees

35. The parties are ordered to equally share the cost of any extracurricular activities that the parties mutually agree upon in writing.
36. The Parties are required to equally share all school fees.

#### Provisions Relating to Health Insurance

37. Pursuant to Utah Code §81-6-208, the parties are ordered to provide the minor child with medical and dental insurance coverage if available at a reasonable cost.
  - a. The parties should each be required to pay ½ of the medical and dental insurance premiums for the minor child on a per capita basis per statute. If the person paying the medical premiums is paying child support, they may deduct the other parent's portion of the premiums from the monthly child support owed.

b. If, at any point in time, a dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance shall be primary coverage for the dependent child, and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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.

c. Both parents 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 30 calendar days of the date he/she knew or shall have known of the change.

d. Each parent shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor child, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

e. The 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 and the parent receiving the written verification shall pay their share of the medical expense within 30 days of receiving written verification.

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 above.

#### Provisions Relating to Childcare

38. Each party agrees to pay their own daycare costs during their parent time if needed. The parties will use family whenever possible to avoid costs and will use the right of first refusal.

#### Provisions Relating to Taxes

39. Maranda is permitted to claim both children for 2026 by agreement of the parties.

40. The parties shall claim the children per the statute starting in 2027 with each party claiming one child. When only one child remains, the parties will alternate claiming that final child with Jacob claiming in odd years and Maranda claiming in even years.

#### Provisions Relating to Alimony

41. Both parties are able to support themselves and are not in need of alimony. Alimony shall be waived by both parties now and forever in the future.

#### Provisions Relating to Real Property

42. The parties lived at a residence together during the marriage at 2482

Allison Way Syracuse, UT 84075.

- a. The parties agree that Maranda is permitted to retain sole possession of the home until the home is solely in her name or sold.
- b. The parties will investigate together a loan assumption option to secure the same low interest rate on the home to transfer the home loan solely into Maranda's name. This assumption will need to occur within a reasonable time, but the parties agree no longer than 9 (nine) months. If an assumption is no longer possible, then Maranda will attempt a refinance or place the home for sale no later than February 28, 2027.
- c. Jacob is entitled to his marital portion of the equity which will be paid to him via the refinance, at the time of assumption via a HELOC or other, or at the time of sale whichever occurs first.
  - i. The parties agree that the bathroom at the marital residence needs remodeling. The parties agree that reasonable and verified out of pocket costs for remodeling the bathroom incurred before the home is appraised will be counted against any calculations for current equity in the home. Verification of the costs of the remodel will be provided within 9-month assumption period.

- ii. Equity is calculated as of the date of the refinance or assumption of the loan, using the appraisal price minus the following:
  - 1. The primary mortgage
  - 2. Verified out of pocket costs for remodeling the bathroom before the appraisal of the home
  - 3. HVAC Loan
  - 4. Solar Loan
  - 5. GoodLeap Loan
- iii. Jacob's equity share will be 50% of the equity as calculated above (the remaining amount).
- iv. If the home is sold, proceeds from the sale of the home, after paying off the primary mortgage, HVAC Loan, Solar Loan and GoodLeap Loan, will first reimburse any verified out of pocket costs for remodeling the bathroom incurred before the home appraisal and then be divided and distributed on a 50/50 basis.
- v. If Maranda uses funds from her 401k to pay Jacob's equity share for the house, Maranda shall be liable for the taxes incurred from that withdrawal/distribution.

Provisions Relating to Personal Property

43. Each party is awarded their own separate personal property that they acquired before their marriage.

44. Maranda is awarded:

- a. 2021 Tesla Model Y and any associated debt.

45. Jacob is awarded:

- a. The 2015 Dodge Truck and any associated debt
- b. The Honda Accord and any associated debt

46. All other personal property is awarded to the person already in possession of it with the exception of the items listed below. The parties wave any claim to the property not currently in their possession unless described herein.

- a. Jacob will get the following items: small grey table and chairs, car jumper cables, the TV in the master bedroom, grill, smoker, one propane tank, and Keakoa's bedroom set.

#### Provisions Relating to Financial/Bank Accounts

47. The parties have an account at America First Credit Union (307) this account is awarded to Maranda who will remove the proceeds from this account and close it.

48. The America First Account starting in 259 and the Golden West Account are solely in Maranda's name. She is awarded these accounts and the proceeds in them free and clear of any claim by Jacob.

49. Jacob is awarded the account (6556) at America First Credit Union free and clear of any claim by Maranda.

50. Each party is awarded the accounts in their own names free and clear of any claim by the other party.

Provisions Relating to Retirement Accounts and Investment accounts

51. The parties shall keep the retirement accounts in their own names and waive any present and future claim to the other parties retirement account now and forever in the future.

52. The parties are not aware of any investment accounts, but they are awarded any accounts in their own names if discovered.

Provisions Relating to Debts

53. Each party is responsible for the credit card debt in their own name. The parties are not aware of any joint credit card debt however if any is found the person who incurred the debt is responsible for it.

54. Maranda shall have the following loans removed from Jacob's name in relation to the house by no later than February 28, 2027:

- a. The primary mortgage
- b. Solar Loan
- c. GoodLeap Loan
- d. HVAC Loan

55. Maranda shall put these loans in her name so long as credit is given against the equity award as explained herein.

Provisions Relating to Attorney's Fees and Costs

56. The parties shall each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

57. Maranda is permitted to change her name to Maranda Kirkman if she so desires.

58. Each party is 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.

**\*\*SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE\*\***

**Challin Holloway:** In accordance with the Utah Rules of Civil Procedure Rule 7(j) you may approve of this proposed order by signing below and returning this document to me OR you may object to the form of the proposed order by filing an objection within 7 days after the order is served upon you. If you do not object within the 7-day deadline Rule 7(j) allows me to submit the proposed order to the Court for signature without your approval.

**Approved as to Form:**

/s/Challin Holloway

Signed electronically by Brock Wamsley with permission of Challin Holloway via email on 7/27/26.