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Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT,
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

KRISTOPHER SCOTT KENNEDY,

Petitioner,
&

HEATHER KENNEDY,

Respondent.

DECREE OF DIVORCE

Case No. 264900805

Judge Teresa Welch

Commissioner Renée Blocher

Petitioner, Kristopher Kennedy, through his attorney, Jennifer Keeton, and Respondent, Heather Kennedy, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on April 2, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

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

2. Parties are the parents of 2 children, namely: R.K., born August 2013; and K.K., born May 2016; collectively referred to as Minor Children.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

3. Parties are hereby awarded joint legal custody and joint physical custody of Parties' Minor Children.

4. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Parties shall attend mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

5. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

6. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

7. Parties are hereby awarded rights of parent-time with Minor Children of Parties as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-305 — shall be the parent-time schedule Parties shall follow:

i. **Weekdays:** Kristopher is awarded parent-time on starting Monday morning and ending Wednesday morning, and Heather is awarded parent-time beginning Wednesday morning until Friday morning. Exchanges shall take at the time Minor Children's schools begin or at 9 a.m. if school is not in session.

ii. **Weekends:** Parties shall alternate weekend parent-time starting Friday morning and ending Monday morning. Exchanges shall take at the time Minor Children's schools begin or at 9 a.m. if school is not in session.

iii. **Holiday:** Each holiday granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Kristopher	Heather
Dr. Martin Luther	(1) Holiday	Odd	Even

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

	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.		
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent 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	(1) Holiday	Even	Odd

National Freedom Day (or "Juneteenth")	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.		
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 Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted	Odd	Even

	the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day	Odd	Even

	before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		
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 holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even	Odd
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	(1) Holiday	Even	Odd

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

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

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

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

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

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

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. Extended parent-time;
- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and
- iv. The schedule for weekday or weekend parent-time.

8. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school, and

shall attend the corresponding feeder schools. K.K. shall attend the Salt Lake Arts Academy beginning next year.

9. While Minor Children are in a Party's care, the Party shall ensure Minor Children attend school and are not late.

10. If either parent takes Minor Children out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

11. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Kristopher shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the United States. Minor Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

12. Each Party is awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

13. Whenever Minor Children travel 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 Children or traveling parent can

be reached, and

- D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

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

15. 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.

PROVISIONS REGARDING SUPPORT PAYMENTS

16. Kristopher is employed at Industrial Injection and earns \$8,490 gross per month.

17. Heather is capable of working and shall be imputed at a wage of \$4,160 gross per month.

18. Pursuant to Utah Code, Sections 81-6-202 through 305, Kristopher shall pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet, beginning April 2026, Kristopher shall pay \$352 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. Kristopher shall make their child support payments directly to Heather.

C. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be split between the Parties.

D. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

E. There are no child support arrears.

F. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

G. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

19. Each Party shall 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 Children are 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 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 Children'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

20. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Children are 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 Children 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 Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

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 Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Kristopher shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Heather shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household 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 Children.

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.

PROVISIONS REGARDING CHILD-CARE EXPENSES

21. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career-related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

22. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

23. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

A. When there are two children, each Party shall be entitled to claim one child.

B. When there is one child, Kristopher shall be entitled to claim Minor Child for odd tax years and Heather shall be entitled to claim Minor Child for even tax years.

C. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

PROVISIONS REGARDING TAXES

24. Parties shall determine the best way to file taxes that will give them the greatest refund or the smallest liability for 2025. Any tax refund or liability shall be divided evenly between Parties.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

25. During the course of the marriage, Parties acquired certain/did not acquire any debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	AMOUNT	RESPONSIBLE PARTY:
AFCU Credit Card	\$2,511.12	Split Equally
AFCU Line of Credit	\$7,921.77	Split Equally
Chase Bank Amazon Credit Credit Card	\$1,938.92	Split Equally
Affirm Credit	\$991.52	Split Equally
401k Loan	\$3,580.18	Split Equally

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

26. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties are awarded vehicles as follows: (1) Kristopher is awarded the 2025 Chevy Silverado and (2) Heather is awarded the 2005 Toyota Tundra. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

C. Parties are awarded half of the value of any joint bank accounts on the date of the separation. Parties are awarded the bank accounts in their own name.

D. Each Party is awarded property he or she owned before the marriage, property he or she acquired after the date of separation,

inheritance received by him or her, and gifts to him or her from their respective family.

E. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

F. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

27. During the course of the marriage, Parties acquired an interest real property located at 5181 W Holder Drive, West Valley City, UT 84120, legal description: LOT 215, HUNTER HILLS #2 SUB 5216-0517 6688-0374 7082-1017 10070-380. Kristopher purchased the home on October 31, 2012, about six months before the marriage. Kristopher is awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property.

A. Parties shall have the real property appraised to establish the equity in the real property and Kristopher shall pay Heather fifty percent of the equity in the real property within six months of entry of the Decree of Divorce.

B. If necessary, Kristopher shall refinance all mortgages on, and transfer all obligations related to, the real property into his own name within six months of entry of the Decree of Divorce.

C. If necessary, if Kristopher is unable to refinance the real property within six months of entry of Divorce Decree, the real property shall be immediately listed for sale, and the equity divided equally between Parties after all obligations and debts associated with the real property have been paid.

28. Kristopher acquired real property via inheritance located at 6321 Old Hurricane Road, Wise, VA 24293 and 6323 Old Hurricane Road, Wise, VA 24293. Kristopher is awarded sole possession and control of the home free and clear from any claim from Heather and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property.

PROVISIONS REGARDING ALIMONY

29. Neither Party is awarded alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

30. Parties have acquired interest in defined contribution plans or defined benefit plans.

A. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall equally divide the marital share of those plans. Marital share shall be defined as all plan contributions made, and all increases and

decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans is awarded 100% of those non-marital shares. Non-marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

B. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the *Woodward* formula found in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982).

C. Parties shall divide the cost of the QDRO(s) evenly.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

31. Each Party is Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

II. OTHER.

32. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

33. Heather shall be restored to the use of her former name of Heather Slaughter, if she so chooses.

34. Each Party is Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

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

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Heather Kennedy

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

Dated 28 April 2026.

BROWN FAMILY LAW, LLC

/s/ Jennifer Keeton

Jennifer Keeton

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 28 April 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Heather Kennedy
kennedyheathercathrine@gmail.com
Respondent, pro se

/s/ Jennifer Keeton

Jennifer Keeton
Petitioner's Attorney