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

In the Matter of the Marriage of:

KYLE SHEPHERD,
Petitioner,

And,

KYRA SHEPHERD,
Respondent.

DECREE OF DIVORCE

Case No.: 264900113

Judge: Amanda Montague

Commissioner: Joanna Sagers

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

INFORMATION ABOUT THE MARRIAGE

1. The parties are husband and wife, having been married on March 3, 2017, in the state of Utah.
2. The parties shall be granted a decree of divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage relationship impossible. A decree of divorce shall be entered, dissolving the bonds of matrimony.
3. Three (3) children have been born as issue of this marriage, namely: S.R.S born March of 2020; P.H.S. born January of 2022; and C.C.S. born August of 2023.

STATE ASSISTANCE

4. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

CUSTODY AND PARENT-TIME

Legal Custody

5. The parties shall share joint legal custody of the minor children pursuant to the Parenting Plan herein.

Physical Custody

6. The parties shall be awarded joint physical custody of the children. Parent-time shall be as the parties can agree. If the parties cannot agree, the parties shall be granted parent-time pursuant to U.C.A. § 81-9-305, with Kyle exercising parent-time every Monday and Tuesday overnight, Kyra exercising parent-time every Wednesday and Thursday overnight, and the parties alternating weekends.

7. Parent time exchanges shall occur as outlined in U.C.A. §81-9-305.

PARENTING PLAN

Verification

8. Pursuant to Utah Code Ann. § 81-9-203 this parenting plan is submitted in good faith.

Relocation

9. Pursuant to Utah Code § 81-9-209, if either party relocates more than 150 miles away from their current residence or out of state, then the relocating party shall comply with the notice requirements in Utah Code § 81-9-209.

Right of First Refusal

10. Each parent will have the first option to provide care for the children over any other third party if the parent responsible for the children is not available for longer than eight (8) hours during their custodial time and the other parent is personally available and willing to provide the care and transportation. The parent offering the right of first refusal shall notify the other parent as soon as it is known that such care will be necessary. If such request is not responded to within forty-eight (48) hours, the right of first refusal is deemed waived. Sleepovers requested by the children when the parent is available shall not trigger the right of first refusal, but only when surrogate care is required.

Travel

11. The parties agree to inform each other of plans to travel with the children overnight and will do so as soon as the travel is planned. For emergency purposes, whenever the minor children travel with a parent, the parent shall provide the following information to the other parent: an itinerary of travel dates; destinations; places where the minor children or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor children's location.

Holidays

12. Holiday parent-time shall be as the parties agree in writing. If the parties do not agree on a holiday schedule, they shall follow the holiday schedule outlined in Utah Code 81-9-303.

13. For the sole purpose of following the state guidelines for holiday parent-time and for avoidance of doubt, Kyra will be considered the custodial parent when following the state holiday guideline calendar.

Special Events

14. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent, which may inadvertently conflict with the visitation schedule.

Extra-Curriculars

15. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurriculars activities

that the minor children may be involved in. The parties agree to make their best effort to allow the children to enjoy activities they are interested in as long as there is prior and mutual consent from both parties, and each is financially able to contribute to these expenses.

16. Reimbursement shall be made to the parent paying the expense within thirty (30) days of each occurrence. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

17. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

School Expenses

18. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any necessary out-of-pocket public school expenses (i.e. registration, books, required fees, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those expense invoices, bills, receipts, and/or verification. The parties will use their best efforts to discuss any costs prior to any expenditures.

Virtual Parent-Time

19. Both parents shall encourage liberal phone visitations. The children's request to call a parent shall be reasonably accommodated. Each parent shall provide age-appropriate help to the children to communicate with the other parent and give the children privacy during their communication with the other parent. Neither parent shall interfere or monitor communication between the children and the other parent.

20. If a parent buys a cell phone for the children to use, the children shall always be able to use this phone to contact that parent or emergency services. Either parent may restrict the phone's use for discipline purposes but must provide a reasonable alternative means of contact so that the other parent's virtual parent-time or the children's access to emergency services are not restricted.

Decisions Regarding Raising the Children

21. The parties shall share joint legal custody and attempt to work together to make major decisions for the children. However, if the parties cannot agree, the parties shall defer to professionals on the matter. If they still cannot agree, they shall attend mediation. If they still cannot agree, either party may file a motion to have the matter determined with neither party having final say.

Respect, Cooperation, and Parenting

22. Both parents shall encourage affection and promote respect toward the other parent.

23. The parents shall be absolutely restrained from harassing, stalking, abusing, or demeaning the other parent.

24. The parents shall be restrained from discussing this case, support, or any other adult topics within range of the children.

25. Neither parent may do anything that places the children's physical, mental, or emotional wellbeing and health at risk.

School

26. Both parents shall be listed as contacts at the school, and both shall have full access to all school records and portals.

27. The minor children shall continue to attend their current schools and subsequent feeder schools in the Jordan School District.

Contact Information and Records

28. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses, and any other important contact information, including how to be reached in the event of an emergency.

Childcare

29. The parties shall each be responsible for the childcare expenses they incur during their respective parent-time.

30. The parties agree that they will not place the children in an outside daycare facility for childcare. The parties further agree that this exclusion does not apply to mutually agreed-upon preschool for the children.

Romantic Partners

31. Neither party shall introduce the children to a romantic partner unless that party has been in a serious, monogamous relationship with that partner for at least six (6) months.
32. Parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time until they have been in a committed relationship for more than twelve (12) consecutive months.

CHILD SUPPORT

33. Pursuant to Utah Code § 78B-12-202 et seq. it is reasonable and proper that Kyle pay Kyra child support. Child support shall begin May 2026 and shall be paid as follows:
 - a. Kyra agrees to be imputed to an income of \$3,466 per month gross for child support purposes only. Kyle is employed full-time and earns a gross monthly income of \$18,738. In accordance with Utah Code 81-6-203, the Joint custody worksheet, and with Kyra having 183 overnights and Kyle having 182 overnights, Kyle shall pay child support to Kyra in the amount of \$1,201 per month.
 - b. Unless the Court orders otherwise, support for a child terminates at the time (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the 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.
 - c. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial

parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month shall be considered delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month shall be delinquent on the 21st day of the month.

d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services until such time as the noncustodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. If mandatory income withholding is implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party requesting income withholding.

e. Under Utah Code § 78B-12-210(8), the parties shall have a right to adjust the child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the

appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services will review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code § 78B-12-210(7) and (9), the parties shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

HEALTH INSURANCE AND MEDICAL EXPENSES

34. The party with access to the best insurance at the best price shall cover the child's medical and dental insurance so long as it is reasonably available to them. The parents will divide

the cost of the premiums for the children's portion of the health insurance equally. The party who maintains the health insurance shall provide proof of the premium amounts within fourteen (14) days of a request to do so. Premiums shall be divided on a per capita basis. If the parents ever choose to double cover the children, they shall each pay their own premiums.

- a. Each parent shall share equally reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and which are not paid by a medical insurance carrier.
- b. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.
- c. The parent ordered to maintain insurance shall provide written verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each year, if there is a change in the previous coverage or provider.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Kyle shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Kyra shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that 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 children.

REAL PROPERTY

6732 West Desert Mesa Drive, Herriman, Utah 84096

35. During the marriage, the parties acquired real property located at 6732 West Desert Mesa Drive, Herriman, Utah 84096 (the “marital home”). The marital home shall be awarded to Kyle, subject to the requirement that it be listed for sale. Kyle shall be responsible for all mortgage payments, taxes, insurance, maintenance, and other expenses associated with the marital home pending sale.

36. Kyle shall retain a licensed realtor and list the marital home no sooner than June 15, 2026. The marital home shall be sold in a commercially reasonable manner.

37. Kyra shall be permitted to remain in the home until such time it sells.

38. Upon sale, the proceeds shall be applied in the following order: (1) costs of sale, including realtor commissions, escrow fees, and customary closing costs; (2) payoff the first mortgage with LoanCare; (3) payoff the second mortgage with LoanDepot; and (4) payoff of any remaining balance on the solar panel debt with Dividend Solar.

39. After payment of the foregoing, the remaining net proceeds shall be awarded to Kyle.

BUSINESS ASSETS

40. Kyle shall be awarded, as his sole and separate property, free and clear of any claim or interest of Kyra the following business assets:

- a. Grind Limited, LLC

PERSONAL PROPERTY

41. During the course of the marriage, the parties have acquired certain items of personal property. Each party shall be awarded their own clothing, jewelry, watches, shoes, bags, and gifts received individually.

42. All other items of personal property shall be divided as the parties may agree in writing. In the event the parties are unable to reach an agreement within ninety (90) days, they shall participate in mediation to resolve the division of such property.

43. Kyle shall be awarded the 2021 Tesla Model Y, along with all equity, debt, monthly payments, and liability thereon.

44. Kyra shall be awarded the 2023 Chevy Tahoe, along with all equity, debt, monthly payments, and liability thereon.

45. The parties shall remove each other's name from any loans, titles, registrations, or other documents associated with these vehicles within twelve (12) months of the signing of the Stipulation.

SAVINGS, CHECKING, RETIREMENT, AND INVESTMENT ACCOUNTS

46. During the course of the marriage, the parties acquired various savings, checking, and retirement accounts that shall be awarded as follows:

Account	Awarded To
Mountain America Credit Union Checking (5461)	Divide and Close
Mountain America Credit Union Savings (5461)	Divide and Close
Mountain America Credit Union Checking (4058) Kyle Business Account	Kyle

Mountain America Credit Union Savings (4058) - 4058 savings Kyle Business Account	Kyle
JPMorgan checking	Kyle
Robinhood 1871	Kyle
Pacific Life & Annuity	Kyle
Mountain America Credit Union -4058 money market Kyle Business Account	Kyle
Mountain America Credit Union -5461 money market	Divide and Close
Accuplan American Estate and Trust Roth IRA	Divide equally pursuant to paragraph below.
AFCU Savings (0239)	Kyra
AFCU Checking (0239)	Kyra

47. The Accuplan American Estate and Trust Roth IRA has an approximate value of \$12,500. In lieu of dividing said account, Kyle shall pay to Kyra the sum of \$6,250, representing her one-half interest, within six (6) months of the signing of this Stipulation.

48. Kyle shall maintain a life insurance policy on his life. Kyle shall maintain in full force and effect this life insurance policy until child support terminates and all child support has been paid in full. During such period, Kyle shall irrevocably designate the Minor Children as beneficiaries on the life insurance in an amount equal to or greater than his remaining child support obligations.

DEBT AND OBLIGATIONS

49. During the course of the marriage, the parties acquired various debts that shall be awarded as follows:

Account	Assigned To
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Dividend loan	Kyle
Robinhood credit card (Kyle's Name)	Kyle
Accuplan loan	Kyle
Amazon Credit Card Prime Visa (0782)	Kyle
Kyle's JP Morgan Chase Credit Cards (0393; 1524)	Kyle
Kyra's Chase Credit Card	Kyra
American Express credit card (Kyle's Name)	Kyle
Citizens Loan line of credit	Kyle

ALIMONY

50. Kyle shall pay to Kyra alimony in the amount of \$3,799 per month for a period of fifty-four (54) months.

- a. Alimony shall commence on the first day of the month following the sale of the marital home.
- b. Alimony shall terminate upon the earliest of:
 - (i) The expiration of fifty-four months of payment;
 - (ii) Kyra's remarriage or cohabitation; or,
 - (iii) The death of either party.

GLOBAL SETTLEMENT PAYMENT

51. As a global property settlement and full resolution of all financial claims from the marital estate, Kyle shall pay to Kyra the sum of \$115,000, due on the later of (i) six months after execution of this Stipulation, or (ii) three (3) months following the close of the sale of the marital

residence.

TAXES

52. The parties have filed their 2025 federal and state tax returns as “married filing jointly,” and Kyra shall be awarded the entirety of the resulting refund, in the approximate amount of \$18,141.

53. Commencing with the 2026 tax year, and so long as there are three (3) minor children, Kyle shall claim the two (2) older children as dependents in even-numbered tax years, and Kyra shall claim the two (2) older children in odd-numbered tax years. The remaining child shall be claimed by the other party in alternating years.

54. When only two (2) minor children remain eligible to be claimed as dependents, Kyle shall claim P.H.S. and Kyra shall claim C.C.S. When only one (1) minor child remains eligible to be claimed, Kyle shall claim the child in even-numbered tax years and Kyra shall claim the child in odd-numbered tax years.

55. Each party’s right to claim a child as a dependent is conditioned upon that party being current on all child support obligations as of December 31 of the applicable tax year. Each party shall execute any necessary IRS forms to effectuate this provision.

MEDIATION

56. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party agrees to attend the mediation and to participate in good faith; and mediation may be conducted virtually. If the parties are unable to agree upon a mediator, the party requesting mediation shall arrange for a mediator through the Administrative

Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. A dispute may not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. Orders to Enforce and emergency requests may be filed without mediation if mediation is not practical given the time restraints.

EXECUTING DOCUMENTS

57. The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within the timeframes identified in the Stipulation, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party. The Court shall order attorney fees and costs for the compliant party.

COOPERATION

58. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure the Court's orders are carried out in every detail. Failure to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, pay damages, pay interest, and serve jail time, among other remedies.

ATTORNEY FEES

59. Each party shall pay their own attorney fees through the signing of the Stipulation and reasonable paperwork to finalize the case. In addition, the prevailing party to an action for breach of a term of the Stipulation or order shall be entitled to his or her attorney fees and costs.

FORMER NAME

60. Kyra shall be restored to her former name of Kyra Fenner, should she so desire.

FINALIZATION OF THE CASE

61. The parties shall work together cooperatively via email to finalize the divorce case. They will follow the timelines in UTAH R. CIV. P. 7(j) in presenting proposed drafts and approving them and filing them with the Court for ratification if no response is received.

—END OF DOCUMENT—

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper margin of the first page of the order once signed.

APPROVED AS TO FORM AND CONTENT:

/s/ Nicholas Schwarz
Nicholas Schwarz
Attorney for Respondent
signed with permission on May 6, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of May 2026, I delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Nicholas Schwarz Attorney for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Filing E-Mail
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/s/ McKaela Dangerfield
McKAELA DANGERFIELD
Attorney for Kyle Shepherd