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**Attorneys for Justin Hamilton**

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

In the matter of the marriage of  KAITLIN HAMILTON, Petitioner,  and  JUSTIN HAMILTON, Respondent.	<b>DECREE OF DIVORCE</b>  Civil No. 264900999 Judge: Todd Shaughnessy Commissioner: Russell Minas
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Petitioner, Kaitlin Hamilton (“Mother”), commenced this divorce against Respondent, Justin Hamilton (“Father”), by filing a petition for divorce on February 24, 2026. The Court has

received the parties' Stipulation and Settlement Agreement filed on May 13, 2026, and reviewed and approved the same. The Court has also received Father's Declaration of Jurisdiction and Grounds and has entered Findings of Fact and Conclusions of Law. Having reviewed the filings in this matter and being otherwise fully advised, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

### **GROUND AND JURISDICTION**

1. **Jurisdiction.** The parties are residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately preceding this action.
2. The parties entered a marital relationship on August 18, 2017.
3. **Divorce.** The parties are granted a decree of divorce based upon their irreconcilable differences causing a breakdown of the marriage relationship. *See* Utah Code § 81-4-405(1)(h).

### **CUSTODY AND PARENT-TIME**

4. As a result of the marriage the parties had born to them three (3) children, to wit:
  - a. N.H., born 7/15/2016 (age 9);
  - b. R.M.H., born 7/25/2018 (age 7); and
  - c. R.A.H., born 4/7/2020 (age 6).
5. The parties are not expecting any additional children.
6. **Legal Custody.** It is in the best interest of the children that the parties share joint legal custody of the children consistent with the parenting plan as outlined herein.

7. **Physical Custody.** It is in the best interest of the minor children that the parties have a fifty-fifty (50-50) custody schedule as outlined in the following schedule:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	MOTHER	MOTHER	FATHER	FATHER	MOTHER	MOTHER	MOTHER
WEEK 2	MOTHER	MOTHER	FATHER	FATHER	FATHER	FATHER	FATHER

8. **Holiday Parent-time.** The parties should be awarded holiday visitation as they mutually agree. If the parties do not mutually agree, then holiday parent-time should be in accordance with Utah Code Section 81-9-303, which schedule is reproduced below. If the parties cannot agree, the parties shall exercise holiday parent-time as follows:

EVEN YEARS	ODD YEARS	HOLIDAY AND TIME
MOTHER	FATHER	<b>Martin Luther King Jr. Holiday</b> after school on the day school lets out until the morning that school resumes, with drop off at school.
FATHER	MOTHER	<b>President's Day</b> after school on the day school lets out until the morning that school resumes, with drop off at school.
MOTHER	FATHER	<b>Spring Break</b> after school on the day school lets out until the morning that school resumes, with drop off at school.
FATHER	MOTHER	<b>Memorial Day</b> after school on the day school lets out until the morning that school resumes, with drop off at school or on Tuesday at 8 a.m. if there is no school.
FATHER	MOTHER	<b>Juneteenth</b> 6 p.m. day before holiday if the day before is not Father's Day, or 9 a.m. on holiday if the day before is Father's Day, until at 6 p.m. on the day after the holiday.
MOTHER	FATHER	<b>July 4<sup>th</sup></b> 6 p.m. day before holiday until the day after at 6 p.m.
FATHER	MOTHER	<b>July 24<sup>th</sup></b> 6 p.m. the day before holiday to the day after at 6 p.m.
MOTHER	FATHER	<b>Labor Day</b> <u>If school is in session</u> : after school on the day school lets out until the morning that school resumes, with drop off at school. <u>If school is not in session</u> : 8 a.m. or 6 p.m. (depending on parent work schedule) on Friday until Tuesday at 8 a.m.

FATHER	MOTHER	<b>Columbus Day</b> 6 p.m. on day before holiday until the day after holiday, dropping off to school.
MOTHER	FATHER	<b>U.E.A. Weekend</b> after school on the day school lets out until the morning that school resumes.
FATHER	MOTHER	<b>Halloween</b> after school or if school is not in session 4 p.m. until the day after holiday, dropping off to school or at 8 a.m. if there is no school.
MOTHER	FATHER	<b>Veteran's Day</b> after school on the day before the holiday until the day after the holiday, dropping off to school, or at 8 a.m. if there is no school.
FATHER	MOTHER	<b>Thanksgiving</b> after school on Wednesday until the morning when school resumes, dropping off at school.
MOTHER	FATHER	<b>First Half of Winter Vacation, including Christmas Eve and Christmas Day</b> after school on the day before the break until 1 p.m. on the day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break).
FATHER	MOTHER	<b>Second Half of Winter Vacation</b> , beginning at 1 p.m. on the day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) until the day after the break, dropping off at school.
MOTHER	FATHER	<b>The day before or after child's birthday</b> after school until the day after the holiday dropping off to school or at 8 a.m. if there is no school.
FATHER	MOTHER	<b>Child's actual birthday</b> after school until the day after the child's birthday dropping off to school or at 8 a.m. if there is no school.
FATHER	FATHER	<b>Father's Day</b> 6:00 pm the day before the holiday, until the day after the holiday, dropping off to school, or at 8 a.m. if there is no school.
MOTHER	MOTHER	<b>Mother's Day</b> 6:00 pm the day before the holiday, until the day after the holiday, dropping off to school, or at 8 a.m. if there is no school.

9. **Relocation.** Should either party seek to relocate more than 150 miles from their current residence, the parties shall abide by Utah Code Section 81-9-209.

10. **Travel.** When the children travel with either parent out of the state or the country, all of the following will be provided to the other parent.

- a. An itinerary of travel dates;
- b. Destination(s);
- c. Places where the children or travelling 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.

## **PARENTING PLAN**

11. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the children while the children are in the care of that parent. Each parent also has authority to make emergency decisions concerning the children while the children are in the care of that parent.

12. The parties shall share all major decisions concerning their children's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide:

- a. The parties shall initially identify the issue;
- b. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue; and
- d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution.

13. **Resolving Disputes.** If the parties cannot reach a mutual decision regarding the children, then the parties shall participate in mediation or another

alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

**14. Special Considerations.** The parents agree that the following provisions are in the best interest of the children, and the parents agree to follow them as part of their parenting plan.

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives.
- c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. The parent receiving the children shall pick them up from the other parent or from the children's school at the times specified. The children's regular school hours shall not be interrupted for parent-time.

e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.

g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents shall be entitled to attend and participate fully.

h. Both parents shall have unlimited access to the children's school, including full access to all school reports, homework, teachers, and other school staff.

i. Both parents shall have unlimited access to all records concerning the children, including medical records.

j. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the children.

k. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

l. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the children at reasonable times and places considering the children's bedtimes and the other parent's needs.

m. The parties shall not consume any illegal or unprescribed drugs or alcohol while exercising parent-time with the children.

15. The parents also adopt and agree to follow these principles.

a. We recognize that the children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.

b. We agree not to use the children as messengers or problem solvers.

c. We agree to be courteous and respectful when exchanging the children.

d. We agree to discuss any financial issues or other significant issues at another time away from the children.

#### **CHILD SUPPORT**

16. The parties should pay child support in compliance with the Uniform Child Support Guidelines. The parties agree that Mother's gross monthly income shall be imputed to \$1,257 and Father's gross monthly income shall be imputed to \$20,833.33 for the purposes of calculating child support. Based on those incomes, Father's support obligation under the child support guidelines is calculated as \$1,538 per month. The parties agree to deviate upward from the guidelines, and agree that Father shall pay \$3,600.00 per month, or \$1,200 per child. This obligation shall begin on the date this stipulation is executed by both parties, with the first payment prorated based on the number of days remaining in the month at the time of execution.

17. Child support for each child shall terminate at the time (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 81-6-213. Child support shall be automatically re-calculated to reduce Father's child support obligations by \$1,200.00 per month upon termination for each child, which is still above the guideline amount in each case.

18. 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 20<sup>th</sup> 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 is delinquent on the 6th day of the month. Child support due and not paid on or before the 20<sup>th</sup> day of the month is delinquent on the 21<sup>st</sup> day of the month.

19. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, 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 shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial 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 should be sent elsewhere. Should mandatory income withholding be 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.

20. Any Office of Recovery Service fee(s) shall be paid by the parent opening the case.

21. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

#### **MEDICAL AND OTHER EXPENSES/CREDITS**

22. **Division of Accounts.** Pursuant to Utah Code Section 15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts.

23. **Health Insurance/Expenses.** The parties should be ordered to maintain medical, dental and vision insurance for the children so long as it is available to them at a reasonable cost. Each party should pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid by the covering parent for the children's portion of the medical and dental insurance as provided in Utah Code Section 81-6-208. In the event the children are covered by both parents, the parents shall pay their own premium without contribution of the other.

24. A party carrying medical insurance on behalf of the minor children shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the he or she first knew or should have known of the change.

25. 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, and/or dental insurance plan of FATHER will be primary coverage for the dependent children and the health, hospital, and/or dental insurance plan of MOTHER will be secondary coverage for the dependent children. If a parent remarries and their dependent child is covered by that parent new spouse's health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to which the person the step-parent is married.

26. The parties shall share equally in all uninsured routine medical and dental expenses for the children including expenses for surgery, orthodontic care psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code Section 81-6-208.

27. A parent who incurs medical or dental expenses on behalf of the children should provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to Utah Code Section 81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment.

28. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

29. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available for a period exceeding 4 hours during their parent-time and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent the minor children from having sleepovers with friends and family when the parent exercising parent-time is still available.

30. **Child Care:** Pursuant to Utah Code 81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.

31. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

32. The party not directly paying for child care shall begin paying his or her share of child care expenses within 30 days upon presentation of proof of the child care expense.

33. A party incurring and/or paying for child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

34. **Other Child Expenses.** The parties shall split the costs of the children's school-related expenses including school fees, school lunches, and school supplies, with MOTHER paying 50% and FATHER paying 50%. Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

35. **Extracurricular Activities.** The parties shall equally share the cost of extracurricular activities on which they mutually agree in writing in advance. Any activities or extracurricular activities in which the children participated in during the marriage shall be deemed to be agreed upon. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

36. The parents shall not sign-up the children for activities that impose on the other parent's parent-time without their express written consent.

37. **Child Tax Credit/Exemption.** For tax purposes (State and Federal) when there is an even number of children the parties shall equally share the number children for which each parent may claim an exemption or credit. When there is an odd number of children the parties will rotate who will claim the odd-numbered child with Mother claiming the child in odd-numbered tax years and Father claiming the child in even-numbered tax years.

38. The "tax year" refers to the year preceding the year in which the tax return is filed.

#### **DIVISION OF ASSETS AND LIABILITIES**

39. **Marital Home.** The parties agree that the marital home located at 2088 West Legend Creek Ct., South Jordan, Utah 84095, shall be listed for sale and sold. Upon the sale of the property, Mother shall receive \$2,420,000.00 from the net sale

proceeds, with the remaining balance of the proceeds awarded to Father, as part of the parties' global settlement as set forth herein.

40. **Cabin.** During the marriage, the parties obtained a cabin, located at 594 South Balsamorhiza, Garden City, Utah 84028. The cabin shall be awarded to Father free and clear from any claim from Mother. Mother shall comply with any and all requirements to remove her name from any documents or obligations associated with the cabin.

41. **Vehicles and Boat.** During the course of the marriage, the parties obtained an interest in and ownership of the following vehicles and other titled assets. These vehicles shall be awarded, along with any maintenance thereof, as follows:

- a. The 2024 GMC Sierra 3500 Denali shall be awarded to Mother.
- b. The 2023 Centurion Ri245 Boat shall be awarded to Mother.
- c. The 2024 GMC Hummer Pickup 3x shall be awarded to Father.
- d. The 2023 Jeep Wagoneer shall be awarded to Father, together with any outstanding liability thereon.
- e. The leased 2025 Mercedes Wagon shall be awarded to Mother, together with any outstanding liability thereon.

42. **Financial Accounts.** Mother shall be awarded \$150,000 upon execution of the parties' stipulation (which execution occurred on May 13, 2026). Father shall also transfer investments worth \$375,000 from an existing Charles Schwab account to a Charles Schwab investment account in Mother's sole name within 7 days of entry of

the decree of divorce. Mother shall also be awarded the Wells Fargo account in her sole name ending in \*8508, free and clear of any claim by Father. The parties' remaining financial accounts, investment accounts, retirement accounts, and any other accounts not specifically designated herein shall be awarded to Father, free and clear from any claim by Mother. For jointly-held accounts, the parties shall make best efforts to facilitate the removal of the party not awarded the account from the accounts within 15 days of the entry of the decree.

43. **Personal Property.** Prior to and during the course of the parties' marriage, the parties acquired various other personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties shall make good-faith efforts to divide the property. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator. In the event the parties are still unable to agree regarding certain items, the items shall be sold and the proceeds divided equally between the parties.

44. **Alimony.** Both parties waive any right they may have to the payment of alimony in this matter.

45. **Global Settlement.** The parties stipulate and agree that, in light of the Prenuptial Agreement and the agreements set forth herein, this Agreement constitutes a full, fair, final, and global settlement of all issues relating to the parties' marital and financial estate. Each party forever waives and releases any and all claims against the

other arising out of the marriage, the marital estate, or the parties' financial relationship, except as expressly provided in this Agreement.

**46. Full and Final Settlement of Claims.** It is the intent of the parties that this Stipulation constitutes a full and final settlement of all financial claims between them. Each party recognizes that the provisions of the laws of the State of Utah affecting the marital rights and interests of persons in the property or estate of their spouses at the time of divorce or dissolution may grant them rights, whether lesser or greater, that are different from those agreed to herein. It is the intention and agreement of the parties to waive and release all such rights and interests now or hereafter granted by, or as they may be changed, limited or enlarged in the future under the laws of the State of Utah, and any other jurisdiction or place.

#### **ADMINISTRATIVE PROVISIONS**

**47. Name Change.** At her election wife should be restored to her maiden surname of "*Stevens*."

**48. Duty to Sign Documents.** Both Parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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 has the same effect as if executed by the disobedient party.

49. **Attorney Fees.** The Parties shall divide equally any and all attorney fees accrued during this divorce action.

50. **Binding Effect.** Consistent with the representations and warranties above, the parties hereby acknowledge and agree that they intend for this Stipulation to be binding to the maximum degree permissible under applicable law, that this Stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that (among other things) enforcement of the provision(s) in question is adverse to the children's best interests or unenforceable.

51. **Effective Date.** The terms of this Stipulation shall be effective immediately upon execution unless otherwise specified herein.

52. **Severability.** If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

53. **Entry of Final Documents.** The Parties agree and understand that each has the right to litigate the allegations contained in Husband's petition. Both Parties agree to waive all such rights to contest said allegations and hereby consent to the jurisdiction of the above-entitled court.

54. **Final Decree of Divorce.** The parties hereby agree that the Court may enter, and jointly move the court to enter, Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

**SO ORDERED.**

Signed by the Court

*As indicated by the electronically added seal and date atop page 1.*

DATED this 22nd day of May, 2026.

COILLAW, LLC

/s/ Crystal Anderson

Jill L. Coil

Crystal Anderson

*Attorneys for Respondent*

APPROVED AS TO FORM:

/s/ Rob Peterson

Rob Peterson

By Crystal Anderson with permission.

*Attorney for Petitioner*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 22nd day of May, 2026, to the following:

Robert Peterson The Judge Building 8 East Broadway, Suite 740 Salt Lake City, UT 84111 rob@hplawslc.com	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile Transmission <input checked="" type="checkbox"/> Email/EFILE <input type="checkbox"/> Overnight Mail	
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	/s/Stephanie Christiansen
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