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

In the Matter of the Marriage of: MAKENA A. KIRBY, Petitioner, and TOM U. KIRBY, Respondent.	DECREE OF DIVORCE Civil Case No.: 244905202 Judge: Linda Jones Commissioner: Joanna Sagers
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This matter comes before the Court on the parties' Stipulation and Settlement Agreement, which was filed with the court on June 2, 2026, reached at the judicial settlement conference with Commissioner Kim M. Luhn presiding. Petitioner Makena Kirby ("Makena," "Mother," or "Petitioner") was represented by her counsel, Sadé A. Turner. Respondent Tom U. Kirby ("Tom," "Father," or "Respondent") was represented by his counsel of record, Alison Satterlee. The Court having reviewed and accepted the agreement of the parties, and entered its Findings of Facts and Conclusions of Law, now ORDERS, ADJUDGES, and DECREES as follows:

JURISDICTION

1. Makena and Tom are bona fide residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to filing of this divorce action.

MARRIAGE

2. The parties were married on August 5, 2017, in Salt Lake County, State of Utah, and separated on or around September 2024.

GROUND

3. The parties shall be granted a divorce on the grounds of irreconcilable differences.

CHILDREN

4. There is one (1) child of the marriage. Makena is not pregnant and there are no other children expected as issue of this marriage. The child resides in Salt Lake County and has for more than six (6) months. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the name and birth date of the child is being submitted to the Court on the Non-public Information – Minors form. The initials, birth month and birth year of the minor child is:

Initials	Date of Birth
CTK	November 2020 (5 years, boy)

5. The Court has personal and subject jurisdiction over the parties’ minor child and Utah is the home state of said child for custody purposes.

6. **Uniform Custody Child Jurisdiction and Enforcement Act.** Utah is the home state of the minor child pursuant to Utah Code § 78B-13-201(1)(a) in that the child has resided in the State of Utah for at least the past six months.

7. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13- 101 et seq. and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 et seq., the parties state upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent time or visitation concerning the minor child, which have been filed, or are pending, or have been completed with an order;
- b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child, and who claims to have custody, child support, and/or parent time or visitation rights with the minor child.
- c. That Petitioner and Respondent are not currently receiving public assistance for the benefit of the minor child.

LEGAL CUSTODY

8. It is in the minor child's best interest that the parties be awarded joint legal custody. The parties' child is registered to attend elementary at Elk Meadow Elementary in South Jordan, Utah starting Fall 2026. This is the school where he is currently districted for

Mother's home. If in the event Mother moves out of this school district, the parties shall notify of the change within 15 days, and shall then mutually discuss and determine the new school for the child to attend. In the event the parties are unable to agree they shall attend mediation.

- a. Regarding other legal decisions, the parties shall mutually decide all legal decisions together. If they disagree, they shall consult with one another in good faith. If after consulting with one another on a material issue and obtaining input from relevant professionals as outlined below, then the parties shall share final decision-making subject to review of the Court.

PHYSICAL CUSTODY

9. It is in the best interest of the parties' minor child that the parties shall be awarded joint physical custody of the minor child.

PARENTING PLAN

Parent-time

10. Parent-time shall be as agreed upon between the parties. In the event the parties are unable to agree, parent time shall be as follows beginning the week of June 1, 2026:

- a. Tom shall have parent time and custody pursuant to Utah Code Ann. §81-9-302.

In the event the parents are unable to agree, the parent time schedule shall be as follows.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Makena	Makena	Makena	Tom	Makena	Makena	Makena
Week 2	Makena	Makena	Makena	Tom	Tom	Tom	Tom

Week 3	Makena	Makena	Makena	Tom	Makena	Makena	Makena
Week 4	Makena	Makena	Makena	Tom	Tom	Tom	Tom

Holiday and Extended Parent Time

11. The parties' holiday parent-time shall be as the parties agree. If they cannot agree, the holiday and extended parent time shall be as follows:

Odd Years	Even Years	Holiday and Time
Tom	Makena	Martin Luther King Jr. Holiday (1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.
Makena	Tom	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Odd Years	Even Years	Holiday and Time
Tom	Makena	Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Makena	Tom	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.
Makena	Tom	Juneteenth

		(1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Tom	Makena	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Makena	Tom	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Tom	Makena	Labor Day (1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.
Will not exercise	Will not exercise	Columbus Day
Tom	Makena	Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) (2) Holiday ends at 7 p.m. on the day before school resumes.
Odd Years	Even Years	Holiday and Time
Makena	Tom	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 the holiday begins.
Will not exercise	Will not exercise	Veteran's Day
Makena	Tom	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 day before school resumes.
Tom	Makena	First Half of Winter Break (1) Holiday begins at: (a) 6 p.m. on the day on 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.
Makena	Tom	Second Half of Winter Break (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Tom	Makena	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Makena	Tom	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Tom	Tom	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.
Makena	Makena	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.

Summer/Extended Parent Time

12. The parties will follow the foregoing parent time schedule throughout the child's summer with the exception that each party shall be entitled to two weeks of uninterrupted parent time during the summer when school is not in session. Each parent shall provide notice to each other by May 1 regarding their preferred uninterrupted summer parent time. Shall there be a

dispute, Makena shall be awarded first choice for uninterrupted summer parent time in even years and Tom shall be awarded first choice for uninterrupted summer parent time in odd years. For 2026, Makena shall let Tom know about her two week uninterrupted time no later than June 10, 2026.

Relocation

13. The relocation provisions of Utah Code §81-9-209 shall apply. If either party decides to move from the State of Utah or 150 miles or more one way from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent.

Decision-Making

14. Each party shall have the right to make day-to-day decisions concerning the child while he is in the care of that party.

15. Each party shall have the right to make emergency decisions regarding the child's safety or health while she is in the care of that party. Each party shall notify the other party immediately via any means possible in the event of a medical emergency concerning the child.

16. For all other decisions regarding the child, the parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child.

17. The parties shall inform each other when issues arise regarding the child, and will do so within a reasonable period of time, prior to making significant decisions regarding the

child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party.

Final Decision-Making

18. The parties shall attempt to come to a consensus on all major decisions regarding their child. The parties shall use the following decision-making procedure as their guide;

- a. The parties shall initially identify the issue;
- b. The parties shall inform each other when issues arise regarding the child, and will do so within a reasonable period of time, prior to making significant decisions regarding the child.
- c. So long as the following providers are available to provide care/treatment to the minor child, the child shall continue treating with the following providers and follow the recommendations of the following providers, unless there is mutual written agreement of the parties to change the providers or further Court order:
- d. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party and listen to and attempt to understand the other parent's perspective.
- e. The parties shall brainstorm all possible solutions related to that specific issue, and;
- f. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a solution in the best interest of the child.

- g. If a disagreement arises, the parties shall first calmly identify the issue, communicate their respective positions, and then attempt to come to a resolution.
- h. Shall the parties be unable to come to an agreement after following this final decision-making process, they shall follow the advice of the medical/treating professionals of the minor child with either parent being able to seek review of the decision by the Court.
- i. Regarding all other issues, shall they be unable to come to an agreement, the parties shall attend mediation so long as mediation occurs within thirty (30) days of the time the parties are at an impasse.
- j. If the parties are still unable to come to an agreement after following this decision-making process, they shall then seek a decision from the Court.

Right of First Refusal

- 19. Parental care is presumed to be better for the child than surrogate care.
- 20. Each party may arrange for surrogate care of the child while the child is in their custody, unless the parent is unavailable for overnight night or longer in which case the other parent shall be given the first right of refusal as soon as is reasonably possible to provide care for the child.
- 21. The parties shall be required to give the full name, address, and phone number of all surrogate care providers before the minor child is entrusted with any surrogate care provider.
- 22. During his parent time Tom is required to pick the child up from and drop the child off at daycare/school. The minor child shall have his own room, his own bed, and shall

sleep in his own room and bed during parent time. Shall the child wake and come into either of his parents' bedrooms, the parent shall walk the child back to his bed and lay down with him in his room, without any other parties, until the parent is able to calm the child and leave him in his own bed. The child shall not co-sleep with someone who is not his parent.

23. Tom shall send Makena photos of Curt's room and bed within one week of the date of the signing of this stipulation.

Parenting Plan

24. The parties shall adhere to the following parenting plan:

- a. The parties shall jointly confer on all significant decisions regarding the minor child, including but not limited to, the minor child's religious activities, education, sports activities, extracurricular activities, and all like decisions.
- b. The parties shall use text for their communications. The communication between the parties shall be limited to issues regarding their minor child. The activities of the child shall be recorded in a mutually shared online calendar through Google Calendar. The calendar shall be created within one week of the signing of this stipulation and shared with both parties with both parties having access to modify the calendar.
- c. Each parent shall make decisions regarding the day-to-day care and control of the child during their parent time. Regardless of the allocation of decision

making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the child.

- d. Both parties shall be allowed reasonable telephone and virtual parent time with the parties' child. The child shall be entitled to contact either parent at her discretion, regardless of which parent is exercising parent-time with the child.
- e. Special consideration shall be given by each parent to make the minor child available to attend family functions such as weddings, funerals, religious holidays, important ceremonies, and other significant events in the life of the child.
- f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent time schedule.
- g. Both parties shall have direct access to all school reports and medical records, shall notify the other parent immediately in the event of a medical emergency.
- h. Each party shall provide the full names of any adults living with them post separation.
- i. Neither parent shall say or do anything derogatory against the other party in the presence of the minor child or do anything to diminish the love and respect of the child for both parents. The child will not be cross-examined or grilled by a parent as to what occurred at the parent time of the other parent. The parents will not allow third parties to do what they themselves are prevented from doing.

- j. The child shall not be used as confidants or messengers between the parties.
- k. In the event a party leaves the state on their parent time with the minor child, the party will provide the other party emergency contact information.
- l. The parties will cooperate with the use and obtaining of a passport for the minor child. The parties will cooperate in providing any permission needed upon reasonable notice and to reasonable destinations. Both parties shall have photographs of the passport to allow for booking of trips.
- m. The parties shall discuss and determine a safe location for the child's identifying documents, birth certificate, social security cards, passports, etc. with each party having a copy of these documents.
- n. Each party will provide notice of any change in address, email address, or telephone number within twenty-four hours of the change.

Mutual Restraining Orders

25. The parties shall be permanently restrained from saying and doing anything derogatory against the other party in the presence of the parties' child or doing anything to diminish the love and respect of the child for the parents.

26. Neither party will demean, belittle, or disparage the other parent in front of the child. This means that no parent will ask their child to tell the other parent anything that is untrue.

27. No parent has the right to use the child as a confidant regarding the divorce proceedings or the post-divorce proceedings.

28. Neither party is to do anything that will make the child feel guilty about loving both parents.

29. No child will be asked to choose sides between parents and will not be told details of the domestic matter, or the litigation pending here.

30. Neither party will tell the child bad things about the other parent's personality or character, and they will not be cross examined by one parent or the other about what is going on in the other parent's home.

31. Both parties shall be bound by a mutual restraining order and require that the parties maintain civilly and prohibit both parties from harassing, threatening to harass, or allowing third parties to harass one another.

32. The child shall not be asked to choose sides between parents, nor will she be told details of the domestic matter, or the litigation pending here.

33. Neither party shall tell the child bad things about the other parent's personality or character, and they will not be cross-examined by one parent or other about what is going on in the other parent's home.

34. Neither parent shall use the child to carry messages between the parties.

35. Neither parent shall enter the home of the other without express written permission.

36. Both parties shall be mutually restrained from speaking derogatorily about the other party in the presence of the child. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

37. Both parties shall be supportive of the other party's role as a parent. Neither party shall attempt to alienate the child in any way from the other party. Both parties have an affirmative duty to co-parent the child in a way that promotes their best interest.

38. Both parties shall be mutually restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties shall also be mutually restrained from discussing the child's relationship with the other party, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child are with the other party and from allowing any other party to do so.

39. Failure by one parent to comply with a provision of this Parenting Plan does not relieve the other parent of his or her obligations. Failure to comply may result in a finding of contempt by the Court.

Access to School Reports, Medical Records, and Therapy Records.

40. Each parent shall have access to all school reports, medical records, and therapy records and shall be notified immediately by the other parent in the event of a medical emergency.

Travel

41. If a party will be traveling out of the State of Utah with the minor child during their parent-time, the party taking the child on the trip shall provide the other party in advance with:

- a. An itinerary of travel dates;
- b. Destinations
- c. Places where the minor child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.
- e. Shall the parties travel with the child outside cell phone coverage, they shall notify the other party of departure and expected return.

Passports

42. The parties shall cooperate in obtaining and maintaining current passports for the minor child. Both parties shall have photographs of the child's passports to book travel. The parties shall cooperate in providing any permission needed upon reasonable notice and to reasonable destinations. Makena shall retain the passport.

Extracurricular Activities

43. The parties shall equally share the cost of any extracurricular activity that is mutually agreed-upon in writing. The parties shall both use best efforts to ensure the child participates in the extra-curricular activities in which the child is enrolled.

- a. The party who incurs an expense for an extracurricular activity shall provide written verification of the costs and payments associated with the extracurricular activity within thirty (30) days of payment.
- b. The party to whom written verification is provided shall reimburse the party who incurred the expenses for extracurricular activities one-half the amount of the out-of-pocket expenses within thirty (30) days of receipt of the written verification.
- c. The party incurring expenses for an extracurricular activity may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the terms set forth in the previous paragraph.

Child Support

44. For purposes of child support Tom's gross monthly income is \$5,200/month and Makena's gross monthly income is \$2,600.00/month.

45. Child support shall be determined on a joint custody calculator with Makena having 220 overnights and Tom having 145 overnights, resulting in a base child support award of \$440/month beginning April 1, 2026. This is the presumptive amount of child support calculated

pursuant the Utah Child Support Guidelines with one half to be paid by the 5th of the month and one half to be paid by the 20th of the month.

- a. Child support arrearages shall be addressed as outlined in the section below regarding split of the proceeds from the sale of the marital home.

Termination of Child Support

46. Unless the Court orders otherwise, support for a child terminates at the time (1) the child becomes eighteen (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.

Modifications of Child Support

47. Utah Code Ann. §81-6-202 shall apply for purposes of modifications of child support in the future.

Health/Medical and Dental Insurance

48. In accordance with U.C.A. §81-6-208, the parties shall be ordered to maintain health and hospital care insurance on the minor child. Health insurance for the minor child shall be provided by the party who can obtain the best coverage, if it is available at a reasonable cost through their employer or through the open marketplace. Currently, Tom is providing health insurance for the parties' minor child.

49. Each party shall pay one-half of the out-of-pocket cost of the medical, vision, and dental insurance premium actually paid for the child's portion of the medical, vision, and dental insurance as provided in Utah Code Ann. §81-6-208.

50. The parties shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy. The party carrying the insurance shall provide copies of the insurance information and cards annually or upon request.

51. The party paying the child's health insurance premium shall be allowed to automatically deduct the per capita premium for the child's health insurance directly from the monthly child support payments.

52. The party ordered to maintain insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. Each party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or shall have known of the change.

53. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half (1/2) of all reasonable and necessary medical, vision, and dental expenses for the minor child as indicated.

54. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parties.

Out-of-Pocket Medical Expenses

55. The parties shall equally pay all reasonable and necessary uninsured and out-of-pocket medical and dental expenses for the minor child, including but not limited to the expenses for the copays, any surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as all other reasonable and necessary uninsured or out-of-pocket medical and dental expenses, in accordance with §81-6-208, Utah Code Annotated (as amended).

56. A parent who incurs out-of-pocket medical expenses for the parties' minor child shall provide written verification of the cost such medical expenses for the parties' minor child shall provide written verification of the cost of such medical expenses to the other party within thirty (30) days with the other party paying half of the payment or reimbursing the paying parent if already paid in full within thirty (30) days of receiving the verification.

57. In addition to any other sanctions provided by the Court, either party incurring medical, vision, and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the above paragraphs.

58. The parties shall provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor child. Pursuant to §15-4-6.7 Utah Code (as amended), each creditor is to be notified that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and

dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

Childcare

59. Each party shall pay one half all childcare expenses. A parent who incurs childcare expenses for the parties' minor child shall provide written verification of the cost of such expenses to the other party within thirty (30) days. The parent who owes child care expenses shall make payment to the other parent within thirty (30) days of receipt of the verification of the payment having been made.

60. The party incurring expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the terms set forth in the previous paragraph.

61. The parties shall share all names, contact information, and address for all surrogate care providers within one week of having a new surrogate care provider.

School

62. So long as the child remains in public school, the parties shall split school fees equally 50/50.

63. A parent who incurs school expenses for the parties' minor child shall provide written verification of the cost of such expenses to the other party within thirty (30) days, with the other party paying half of the payment or reimbursing the paying parent if already paid in full within thirty (30) days of receiving the verification.

64. The party incurring expenses for school costs may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the terms set forth in the previous paragraph.

Tax Exemption

65. The parties shall claim the minor child as a dependency exemption for purposes of filing federal and state tax returns as follows.

- a. Makena shall be allowed to claim the child in even years and Tom shall be allowed to claim the child in odd years.

66. The parties shall cooperate in signing any forms required by the IRS to allow the other party to claim the child when he or she is entitled to the exemption.

67. The parties shall file married filing separately for 2025.

PROPERTY AND DEBTS

Personal Property

68. The parties shall be awarded their premarital personal property free and clear of any interest of the other party. The parties shall be awarded any gifts received from the other party including but not limited to their wedding rings.

69. Makena shall be awarded all her family heirlooms and Tom shall be awarded all his family heirlooms. They shall each be awarded their own personal keepsakes, clothing, and personal effects.

70. Tom shall receive the bow he made within one week of the signing of this agreement.

71. If either party comes across any personal property belonging to the other party, they shall return it to the party to whom it belongs timely.

72. The furniture and furnishings in the marital home shall remain as is until the sale of the home. Upon the sale of the home the parties shall equally divide the marital personal property equally. In the event the parties do not agree on the division of the personal property, they shall each be allowed access to the property to create a list of items and return to mediation which shall be set within thirty (30) days. In the event they are unable to come to an agreement at mediation, the mediator will act as an arbitrator in dividing the personal property with each party to pay 50% of the mediation/arbitration costs.

Vehicles

73. The parties have acquired the following vehicles during the marriage, which shall be divided as follows:

- a. Makena shall be awarded the following free and clear of any interest of Tom:
 - i. Chevy Trailblazer being responsible for all payments associated therewith holding Tom harmless therefrom.

- b. Tom shall be awarded the 2019 Dodge Ram. He shall be responsible for all payments associated therewith holding Tom harmless therefrom.
- c. As to any vehicle awarded to a party, that party shall indemnify and hold the other party harmless as to any maintenance or liability thereon. Each party shall be responsible for any insurance, debt, and expenses associated with his or her own vehicle.

Bank, Retirement, and Investment Accounts

74. The parties have acquired bank, retirement, and investment accounts during the marriage, which shall be divided as follows:

- a. Makena shall be awarded all accounts solely in her name free and clear of any interest of Tom.
- b. Tom shall be awarded all accounts solely in his name free and clear of any interest of Makena.

Debts

75. The parties have incurred debts which shall be divided as follows:

- a. Tom shall take all debt associated with the 2019 Dodge Ram and any debts solely in his name.
- b. Makena shall take all debt associated with the Chevy Trailblazer and all debts solely in her name.

- c. All other debts and obligations shall be distributed to the party who incurred the debt and shall indemnify and hold the other harmless from any loss and/or liability arising therefrom.
- d. If any of these accounts are held jointly, the parties shall fully cooperate to remove the other party's name or close the account.
- e. The parties shall indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Each party shall notify the respective creditors or obliges regarding the Court's division of the debts, obligations, and liabilities, and provide the parties' separate current address to the respective creditors and obliges.

Utilities and Miscellaneous Accounts

76. The parties shall fully cooperate to transfer all accounts into the other party's name as required.

Real Property

77. **Marital Home:** During the marriage, the parties acquired real property located at 4706 W 5175 S, Kearns, UT 84118 which has been sold. The home has been sold for \$380,900.00 resulting in net equity of \$137,079.23. Makena contributed \$10,000.00 in premarital funds from the sale of the home which she shall receive in from the equity first. Makena has also contributed additional funds of \$3,194 necessary to repair the home to allow the home to be sold which she shall receive. In total Makena shall receive \$13,194 from the total of the equity in the home before it is split between the parties.

78. The parties have an outstanding daycare bill totaling \$810.00, which shall then be paid from the proceeds from the sale of the marital home. Thereafter the marital portion of the split of the equity from the sale of the marital home equally. The total equity is \$123,075.23. Each party shall receive \$61,537.61 from the sale of the marital home.

79. From Tom's one half share of the equity from the sale of the marital home (\$61,537.61), he shall reimburse Makena for the payments she has made as follows with the amounts Tom owes in **bold** font below:

- a. Mortgage payments- \$1,456.83/month made between August 2024 and December 2025 (17 months) - total \$24,766.11
 - i. Tom's ½ share **\$12,383.05**
- b. Utility payments- between August 2024 and December 2025-
 - i. Enbridge Gas- total \$590.57
 - ii. Rocky Mountain Power- total \$303.99
 - iii. Kearns Improvement District (water, sewer, etc.) (May 2024 to January 5, 2026)- total \$2,482.14
 - iv. Total utility payments made - \$3,376.70
 1. Tom's ½ share **\$1,688.35**
- c. Tom's Auto Insurance – Progressive total \$1,133.95 (see Feb 2026 statement)
 - i. Tom's only- amount owed = **\$1,133.95**
- d. Venmo payments for childcare from September 2024 to March 2026- \$11,935.00 total –
 - i. Tom's ½ share **\$5,967.50**
- e. Curt's Preschool (February 2025-January 2026) \$550 total. Tom has already repaid Makena \$220 for preschool in November 2025 and January 2026. Tom owes Makena **\$45.00**
- f. Payments made for medical expenses – December 5, 2025 (\$2,534.18 – this amount is less the refund made on 1/6/2026 for over charge of \$326.48), January 6, 2026 (\$109.12) for Curt's doctor's visit appointments, and \$564.72 from Curt's surgery. Total \$2,881.54 (over charge of \$326.48 deducted)
 - i. Tom's ½ share is **\$1,440.77**

- g. The total to be deducted from Tom's share of the equity for expenses outlined above is \$22,658.62.
 - h. Tom owes Makena an additional amount for child support arrears totaling \$11,704.41 after offsets for health insurance for the minor child which started in November 2025 totaling \$90.37/month.
 - i. Tom's total expenses and arrearages to be paid to Makena from his one-half share of the equity from the sale of the marital home totals \$34,363.03 (\$22,658.62 + \$11,704.41).
80. After all offsets outlined above, Tom shall receive \$27,174.58. This amount shall be disbursed directly to Tom by Makena's counsel no later than June 10, 2026.
81. Makena shall receive the remainder of the equity from the sale of the marital home.

Marital Businesses

82. There are no marital businesses.

Alimony

83. Each party is capable of supporting themselves and waive any claims for alimony.

Pets

84. The parties have two cats, Makena shall be awarded Athena and Tom shall be awarded Apollo free and clear of any interest of the other.

Maiden Name

85. Makena shall have the ability to restore her maiden name of Larson shall she so desire.

Attorney Fees

86. Each party shall pay his or her own attorney fees incurred in this matter.

No Harassment

87. Both parties shall be ordered to follow a mutual restraining order requiring the parties to be civil with one another and prohibiting the parties from stating anything disparaging of the other party in person or on social media or publicly. The parties shall be restrained from contacting the other's employer or customers concerning the other party.

Cooperation and Execution of Documents

88. The parties shall fully execute whatever documents are necessary for the implementation of the terms of the Agreement and the subsequent terms set forth in this Decree of Divorce.

89. Shall a party fail to execute documents or if the other party is required to bring a motion to enforce a provision of the this Order, the court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure as well as all other remedies allowed by Rule or Statute. The disobedient party shall also pay the reasonable attorney costs and fees as a result of the enforcing party having to bring the matter before the Court.

****Entered by the Court as indicated by the Seal at the top of the first page.****

APPROVED AS TO FORM:

DATED this 10th day of June 2026

/s/Alison Satterlee
Alison Satterlee
Attorney for Respondent

**RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Shall no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I hereby certify that on this 8th day of June 2026, I served a true and correct copy of the foregoing ***Decree of Divorce*** upon the following parties, as follows:

Alison Satterlee <i>Attorneys for Respondent</i>	() U.S. Mail, Postage Prepaid () Hand Delivered () Overnight Mail (X) Email (X) Electronically filed
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/s/ Denise Hughes