



Keith L. Johnson (12567)  
10406 S. 1055 W. Ste. 201  
South Jordan, Utah 84095  
Telephone: (801) 948-8889  
[keith@utahdivorce.com](mailto:keith@utahdivorce.com)  
*Attorney for Respondent*

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

|                                                                                                                                   |                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| In the matter of marriage of:<br><br>KATHLEEN PRESTWICH,<br><br>Petitioner,<br><br>and<br><br>DAVID PRESTWICH,<br><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case No. 254905324<br><br>Judge Richard Pehrson<br>Commissioner Renee Blocher |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

**JURISDICTION**

1. The parties are residents of Salt Lake County, State of Utah.
2. This Court has jurisdiction over the parties and this action.
3. Petitioner and Respondent were married on August 25, 1990, in Sterling, Colorado, and are presently married.
4. The Parties separated on or about November 30, 2024.
5. This Court is the proper venue is proper for this action.

6. During the marriage, the parties experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

**PROVISIONS REGARDING THE MINOR CHILDREN**

7. The parties are the parents of two minor children, namely: D.P., born August 2011; and S.P., born July 2013, collectively referred to as the minor children.

8. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court, or any other court.

9. Utah has jurisdiction over Parties and issues regarding child custody, parent-time, and child support under the Utah Code.

**PROVISIONS REGARDING CHILD CUSTODY AND PARENT-TIME**

10. The parties shall be awarded joint legal custody and joint physical custody of their minor children.

11. Joint legal custody requires the parties to communicate and attempt to resolve between them all issues relating to the minor children's welfare. If the parties disagree about major decisions regarding religion, medical, education, and extra-curricular activities, they shall have a good-faith discussion. If the parties still cannot agree, they shall consult an expert in the field of the decision to inform their mutual decision. If the parties still cannot agree, they shall attempt a good faith mediation. If the parties still cannot agree, Katheen shall be the "presumptive final

decision-maker” however, David may bring the issue(s) to Court. The parties shall share equally any mediation fees incurred pursuant to this paragraph.

12. Each parent may make decisions regarding the day-to-day care and control of the minor children when they are residing with that parent. Either parent may make emergency decisions affecting the health or safety of minor children.

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

14. The parties shall be awarded rights of parent-time with the minor children of the parties as follows: reasonable parent-time shall be as the parties may agree. If the parties do not agree on parent-time, the following schedule, which is a modification of the equal parent time schedule found in Utah Code Section 81-9-305, shall be the parent-time schedule:

A. David shall be awarded parent-time on each Sunday, Monday, and Tuesday overnight. Kathleen shall be awarded parent time on each Wednesday, Thursday, and Saturday overnight. The parties shall alternate every other Friday overnight.

B. Exchanges shall take place at the minor children’s schools when they begin, or at 9 a.m. if school is not in session or otherwise identified herein. Father’s overnight parent time on his Fridays begins after school and ends on Saturday at 10 p.m. (Father will ensure the children are fed before the Saturday exchange). On the weekends that Father has Friday overnight, the Sunday exchange will take place at 8 p.m. On the weekends that Father does not have Friday overnight, the Sunday exchange will take

place at 1 p.m. The party completing their parent time shall be responsible for transportation of the minor children for that exchange.

C. The parties shall maintain flexibility and accommodate each other, and the children's, schedules when adjustments to parent time exchanges are needed. For example, when David is required to work out of town overnight during his parent time, Kathleen will have the minor children on those nights and will work with David to identify makeup overnights when David returns. Also, the parties shall be flexible regarding the children's preference for church attendance.

15. Holiday parent time shall be granted to each parent according to Utah Code Section 81-9-305, and the following schedule:

| <b>Holiday</b> | <b>Holiday Time Period</b> | <b>Kathleen</b> | <b>David</b> |
|----------------|----------------------------|-----------------|--------------|
|                |                            |                 |              |

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

|              |                                                                                 |     |      |
|--------------|---------------------------------------------------------------------------------|-----|------|
| Spring Break | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. | Odd | Even |
|--------------|---------------------------------------------------------------------------------|-----|------|

|  |                                                              |  |  |
|--|--------------------------------------------------------------|--|--|
|  | (2) Holiday ends at 7 p.m. on the day before school resumes. |  |  |
|--|--------------------------------------------------------------|--|--|

|              |                                                                                                                                                                                                                                                                                                          |      |     |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|
| Memorial Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with Minor Children;</p> <p>(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends at 7 p.m. on Memorial Day.</p> | Even | Odd |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|

|              |                                                                                                       |                     |                     |
|--------------|-------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Mother's Day | <p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p> | All years if Mother | All years if Mother |
|--------------|-------------------------------------------------------------------------------------------------------|---------------------|---------------------|

|                                        |                                                                                                                                          |                     |                     |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Father's Day                           | <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>                                    | All years if Father | All years if Father |
| National Freedom Day (or "Juneteenth") | <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not</p> <p>Father's Day, or</p> | Even                | Odd                 |

|                  |                                                                                                                                                  |      |      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                  | <p>(b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth.</p> |      |      |
| Independence Day | <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>                                                    | Odd  | Even |
| Pioneer Day      | <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>                                                  | Even | Odd  |

|              |                                                                                                                                                                                                                                                                                                        |      |      |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| Labor Day    | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with Minor Children;</p> <p>(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7 p.m. on Labor Day.</p> | Odd  | Even |
| Columbus Day | <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p>                                                                                                                                                                                                                                    | Even | Odd  |

|            |                                                                                                                                                        |     |      |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|
|            | <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>                                                                                                     |     |      |
| Fall Break | <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends at 7 p.m. on the day before school resumes.</p> | Odd | Even |



|              |                                                                                                                                                                                                                                                                            |      |      |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| Halloween    | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins. | Even | Odd  |
| Veterans Day | (1) Holiday begins at 6 p.m. on the day before Veterans Day.<br><br>(2) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                            | Odd  | Even |
| Thanksgiving | (1) Holiday begins on Wednesday at:<br><br>(a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the                                                                                                                               | Even | Odd  |
|              | parent granted the holiday.<br><br>(2) Holiday ends at 7 p.m. on the night before school resumes.                                                                                                                                                                          |      |      |

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

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

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

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

16. For Extended Summer Parent time, each year, each Party may designate two weeks to exercise uninterrupted parent-time during the summer when school is not in session. Absent agreement in writing otherwise, these weeks shall not be consecutive. In even years, Kathleen may designate extended parent-time at any time and David may make a designation after May 1. In odd years, David may designate extended parent-time at any time and Kathleen may make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated uninterrupted period begins.

17. Changes may be made to the parent-time schedule by agreement of the parties. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time: (1) The holiday schedule for Mother's Day or Father's Day; (2) Extended parent-time; (3) The holiday schedule for any holiday that is not

Father's Day, Mother's Day, and (4) The schedule for weekday or weekend parent-time.

**PARENTING PLAN**

18. Kathleen's residence shall be considered the minor children's home residence for purposes of identifying the appropriate school.

19. The parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

20. If either parent takes the minor children out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

21. If either party wishes to travel outside of the United States with the minor children, the parties shall cooperate to obtain passports for the minor children. Kathleen shall be the custodian of the passports. The parties shall either agree in writing or obtain a court order allowing travel outside of the United States. The minor children's passports shall be freely shared between parties as necessary to facilitate any written agreement or Court Order regarding travel.

22. Each party shall be awarded reasonable telephone or other electronic communication with the minor children when minor children are at the other Party's home at reasonable times and for reasonable durations.

23. Whenever minor children travel with either parent, the traveling parent shall provide the following to the other parent: (1) An itinerary of travel dates; (2) Destinations; (3) Places where the minor children or traveling parent can be reached, and (4) The name and telephone number of an available third person who would be knowledgeable of the minor children's location.

24. If one party moves more than 150 miles, then the parties shall abide by Utah Code Section 81-9-209.

25. The parties shall be responsible for all other costs associated with exercising his or her parent-time.

**PROVISIONS REGARDING SUPPORT PAYMENTS**

26. Kathleen is employed and earns approximately \$2,000 gross per month.

27. David is employed and earns approximately \$8,666 gross per month.

28. Pursuant to Utah Code Sections 81-6-202 through 305, David is Ordered to pay child support. According to Uniform Child Support Guidelines, joint child support worksheet (Exhibit 1), beginning January 2026, David shall pay \$564 as base child support until a minor child becomes 18 years of age, or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later.

29. David shall make his child support payments directly to Kathleen as part of his total support obligation and payment.

30. In the event income withholding is commenced, the administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by equally by the parties. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

31. David has continued to pay joint expenses during the time of separation and as such, there are no child support arrearages.

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

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

#### **PROVISIONS REGARDING CHILDREN'S INSURANCE EXPENSES**

34. While the parties are exercising joint physical custody, each party shall be ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or extracurricular activities that the minor children are involved in, to which the parties agree in writing. While the parties are exercising joint physical custody, each party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for the minor children when the minor children are in their care.

35. Pursuant to Utah Code Section 81-6-208, if health, dental, and optical insurances for the benefit of the minor children are available to either party, it is reasonable and proper that the party shall be required to maintain such insurance.

36. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case. If at any time the minor children are covered by both parents' insurances, each party shall be responsible for their own insurance premiums.

37. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for minor children and actually paid by the parties.

38. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the minor children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

39. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the provisions herein.

40. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

41. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of David shall be primary coverage for the minor children and the health, hospital, or dental insurance plan of Kathleen shall be secondary coverage for the minor children. If the minor children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of the minor children.

42. According to Utah Code Section 15-4-6.7, each party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

43. Pursuant to Utah Code Section 81-6-209, the parties shall share equally the reasonable work-related or career-related child-care expenses actually paid by a parent. A parent shall begin paying his or her share of child-care expenses monthly immediately upon presentation of proof of a child-care expense.

44. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of



the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

45. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

#### **PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS**

46. The parties shall abide by the following mutual restraining orders:

A. The parties shall not make disparaging remarks to one another or about one another in the minor children's presence, either verbally or in writing, or otherwise. "Disparage" means to say anything ill of the other whether they believe it to be true or not.

B. The parties shall not speak with the minor children about litigation, issues in their matter, or other disputes between the parties.

C. The parties shall not harass or threaten each other.

D. The parties shall not allow third parties to do what they themselves are prohibited from doing. The parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove the minor children from circumstances in which violations are occurring.

### **PROVISIONS REGARDING TAXES**

47. The parties shall alternate claiming the minor children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns. When there are two children, each party shall be entitled to claim one child. When there is one child, David shall be entitled to claim the minor child for odd tax years, and Kathleen shall be entitled to claim the minor child for even tax years.

48. The party paying child support must be current on all child-support payments by December 31st to claim the minor children on that year's taxes.

49. The parties shall file "married filing jointly" for the 2025 tax year. The parties shall cooperate with the tax filings. Any tax refund or liability shall be divided evenly between the parties. The parties agree they may use the proceeds from the sale of their marital home for any 2025 tax liability (which is not expected to exceed \$20,000). The parties will file separately for 2026 and thereafter.

### **PROVISION REGARDING LIFE INSURANCE**

50. David shall maintain a life insurance policy on his life, so long as such is available at reasonable cost, in an amount of sufficient size (\$500,000) to provide for a monthly income equal to child support and alimony payments ordered until the minor children all age out of child support and any alimony obligation ends. During such period that Kathleen remains unmarried, David shall designate Kathleen as the beneficiary on this life insurance policy. If Kathleen remarries and a child support obligation is still owing, David shall designate a trust with his children as beneficiaries and Kathleen as Trustee as the beneficiary of the policy.

51. During the marriage, the parties acquired certain debts and obligations. These debts shall be divided as follows.

A. The parties shall pay off the Capital One credit card in David's name (approximate balance of \$13,000), the Capital One credit cards in Kathleen's name (approximate balance of \$39,000), the SFCC US Bank credit card (approximate balance of \$21,000), and the Citi Costco Card (approximate balance of \$16,000) with the proceeds from the sale of the marital home before those proceeds are divided by the parties.

B. The parties shall satisfy the mortgage on the marital residence when the property is sold.

C. David shall be responsible for the business debts, loans, credit cards and other obligations. This includes the Chase credit cards (2) (approximate balance of \$76,000), the Amex Credit card (approximate balance of \$35,000), the loans on the business vehicles (approximate balance of \$45,000), and the other business loans (approximate balance of \$604,000).

52. If there are any other debts, the debt shall be the responsibility of party incurring the debt.

53. The parties are mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

54. All debts and obligations incurred following the Settlement Agreement shall be the responsibility of the party who incurred that debt.

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

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

**PROVISIONS REGARDING PERSONAL PROPERTY AND FINANCIAL ASSETS**

57. During the marriage relationship, Parties have acquired certain items of personal property and other financial assets. The personal property and financial assets shall be divided as the parties may agree and as follows:

A. The parties shall be awarded vehicles as follows: (1) Kathleen shall be awarded the 2019 Kia Optima and (2) David shall be awarded the 2018 Ford Expedition. Each party shall be responsible for all remaining payments due on the vehicle in their possession. Each party shall remove other party’s name from the vehicle insurance policy as soon as practicable. Each party shall remove other party’s name from the vehicle’s title as soon as practicable.

B. David shall be awarded any joint bank accounts of the parties, including the Chase account (approximate balance of \$7,000).

C. The parties shall each be awarded the bank accounts in their own name. This includes David being awarded his Chase, HPB, MACU, KeyBank, Fidelity, Charles Schwab, CS, Binance, and Whole Life insurance accounts (approximate total balance of \$50,000 combined from these accounts). This includes Kathleen being awarded her Chase checking (approximate balance of \$3,900) and Chase savings (approximate balance of \$10,300) accounts.

D. David shall be awarded the following business entity along with all assets, bank accounts, debts, and liabilities without claim by Kathleen: Stone Creek Roofing and Solar. David

shall remove Kathleen's name from all legal documents as soon as possible. Kathleen shall sign any documents necessary to facilitate any transfer of interest. David shall hold Kathleen harmless from all liabilities associated with the business. Kathleen waives any interest in any value, income, or other benefit from the business.

E. The parties have not acquired any interests in any retirement accounts. If the parties do have any interest in such accounts, each party shall be awarded his or her own retirement accounts free and clear of any claim from the other party.

F. Each party shall be awarded the property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

G. The parties shall duplicate any desired family pictures and videos, so that each party has a copy. The parties shall share the costs of duplication equally.

H. The remaining personal property shall be divided as the parties may agree. If the parties cannot agree to a personal property division, they shall attend mediation.

58. During the marriage, the parties acquired real property located at 4497 W Pale Moon Lane, South Jordan, UT 84009. Concerning the "marital residence" that parties agree as follows.

A. The parties shall list the marital residence for sale. The parties will cooperate in good faith regarding the sale of the home. The parties will not refuse any reasonable offer to purchase the home. Time is of the essence concerning the sale.

B. Kathleen shall be awarded sole possession of the home until the home is sold. David will continue to contribute to the joint account to pay the mortgage and other expenses in

lieu of his child support and spousal support payments until the home sells or April 1, whichever is sooner.

C. If the marital residence does not sell by April 1, Kathleen will then be solely responsible for all mortgages and other financial obligations concerning the marital home, and her own expenses (insurance, utilities, etc.) from that point forward. David will begin his normal support payment when the marital residence sells, or April 1, whichever is sooner. If Kathleen fails to make a mortgage payment after April 1, David may make that payment and count the amount of this payment toward his support payment.

D. David will continue to pay the credit card obligations that are to be satisfied by the sale of the marital residence. David shall provide documentation to Kathleen, and David shall be reimbursed half of the total payments made on the credit cards from March 1 through the sale of the marital residence from Kathleen's portion of the proceeds.

E. When the marital residence is sold, the typical costs and expenses of the sale (satisfying the mortgage, realtor and broker fees, etc.) and the associated obligations identified herein will be satisfied from the proceeds. The parties will then divide the remaining proceeds from the sale equally.

#### **PROVISIONS REGARDING ALIMONY**

59. David is ordered to pay Kathleen alimony. The term of the alimony will be half the length of the marriage (210 months) starting from January 2026. David has continued to pay joint expenses during separation and since the time of filing, therefore there are no alimony arrearages. David shall contribute to joint expenses in lieu of paying support and alimony until

April 1, or the sale of the martial residence, whichever is sooner. Then David shall pay a total support amount to Kathleen of \$800 per week (\$564 of child support and approximately \$2,902 of spousal support per month). Alimony shall end if Kathleen cohabits or remarries, or if one Party dies. Alimony payments are expected to end as of July 2043 unless satisfied or terminated earlier.

### **OTHER PROVISIONS**

60. Each party is ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

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

62. Kathleen shall be restored to the use of her former name of "Kathleen Pyle" if she so chooses.

63. Each Party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree.

64. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

65. The parties agree to cooperate with each other, through counsel or otherwise, in every other way necessary or proper to ensure that this Decree is entered and satisfied according to the terms herein.

66. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate this Decree.

1. **[THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE]**

Approved as to form:

**/s/ Kathleen Prestwich**

Kathleen Prestwich

(Approved via email dated (04/02/2026)

*Petitioner Pro Se*

**NOTICE TO PARTIES:**

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's attorney, Keith L. Johnson, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice unless a written objection is filed prior to that time.

2.

**CERTIFICATE OF SERVICE**

I certify that on April 2, 2026, I caused to be transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Kathleen Prestwich

dkprestwich6@yahoo.com

*Petitioner Pro Se*

**/s/ Crystal Aparicio**

Crystal Aparicio

*Paralegal*