

The Order of the Court is stated below:

Dated: July 21, 2026
10:56:10 AM

/s/ CHELSEA KOCH
District Court Judge



Robert M. Jepson #20265
rob@robjepsonmediation.com
385-312-3406
179 North 1200 East Suite 101
Lehi, Utah 84043
Attorney-Mediator for the Parties

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i>	DECREE OF DIVORCE Case No.: 264903042 Judge: CHELSEA KOCH Commissioner: RUSSELL MINAS
THOMAS SHILLINGTON MOON, Petitioner, and KIMBERLY KILLIAN MOON, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

PROPERTY AND ASSETS

1. **Marital Home.** The parties own a home located at 9972 South 3265 West, South Jordan, Utah, 84095. The parties should endeavor to list the home no later than September of 2026. When the home is sold, the parties will use the proceeds to pay the closing costs, the realtor fees, and any remaining mortgage on the home. Any remaining proceeds will then be divided 60-40, with Kimberly getting the 60% share and Thomas getting the 40% share. If the home sells for less than \$1,700,000, then Thomas will pay Kimberly an additional \$50,000 from his portion of the proceeds.
2. **Duplex.** Thomas should be awarded the duplex at 784 East Lisonbee Ave, Salt Lake City, Utah, 84106, and be solely responsible for any mortgage obligation or other debts associated with the property. Kimberly releases any claim of interest on the property.
3. **Vehicles.** The parties' vehicles will be divided as follows:
 - a. Kimberly will be awarded the 2021 Ford Bronco, which is paid off.
 - b. The parties will keep the 2012 Infinity FX35 in both of their names until the minor child emancipates, at which time they will transfer to the child's name.
 - c. The parties acknowledge that Kimberly has no claim on the GMC AT4 3500 that is owned by the company Thomas works for.

- d. The parties will sell the Itasca Suncruiser and equally divide the proceeds.
 - e. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles.
4. **Retirement Accounts.** The parties will each keep the retirement accounts in their own names. Neither shall have any claim to the other's accounts, either now or in the future.
5. **Business Interests.** Each party will keep any business interests or businesses registered in their own names. In the event that either party acquires an interest in any business following the entry of this agreement, the other party should not have any claim on that interest at that point.
6. **Cash & Savings Accounts.** The parties have various cash and savings accounts that are considered marital property. Each party should keep any accounts that are in their own names, along with any monies therein. Once the parties' home is sold, Thomas will assume ownership of the parties joint MACU account and remove Kim from the account. If there is any cash in the MACU account at that time, it should be divided equally between the parties.
7. **Debts.** With the exception of the two mortgage debts described above, the parties have no shared marital debts. Each party should keep any credit cards or lines of credit in their own names. Once the parties' marital home is sold, Tom should keep the joint Capital One (Cabela's) account and corresponding credit card and remove Kimberly from it. Any other debts not disclosed herein shall remain the property of

the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

8. **Settlement.** Thomas will pay Kimberly a one-time settlement of \$100,000. The \$100,000 should come from Tom's 40% of the house sale proceeds when the house sells.
9. **Alimony.** Thomas will pay Kimberly alimony in the amount of \$5,000 per month for a period of 20 years. In the event that Kimberly cohabitates with a romantic partner during that time period, alimony should be reduced to \$3,500 per month. If Kimberly breaks up with that partner within the 24 months and is no longer co-habiting, then alimony should return to \$5,000 per month for the remainder of the term. However, if Kimberly cohabitates with that partner for more than 24 months, alimony should automatically terminate with no option to renew. If Kimberly marries or either party deceases, alimony should automatically terminate with no option to renew.
10. **2025 Taxes.** The parties will file married, filing jointly for tax year 2025. Thomas will manage the preparation and filing of the taxes. If there is any refund, the parties will equally split the refund. If there is any liability, they will equally share the liability.
11. **Life Insurance.** Thomas should maintain the Protective Life life insurance policy on himself with Kimberly as the beneficiary. Kimberly should also have the option of taking out a separate policy on Thomas's life, which she would be obligated to pay for.

12. **Personal Property.** All other personal property will be divided as the parties agree.

At a minimum, Kimberly should be awarded the handgun her father in law gifted her for Christmas.

13. **Trusts for Children.** The parties agree that within 90 days of the Decree of Divorce being entered, each shall establish an irrevocable trust (or a Will with testamentary trust provisions) to hold their current assets. In addition to current assets, the parties agree that if Tom receives an ownership interest Industrial Battery Supply LLC in the future, and if the company is still viable at that time, Tom's interest should be added to the trust as well. The trusts shall designate the children of this marriage as the primary beneficiaries. Each party agrees to name a neutral trustee (not a new spouse). The trust shall stipulate that upon the party's death, the assets shall pass directly to the children and not to any subsequent spouse. This provision should not limit the ability of either party to add more assets to their respective trusts as they see fit.

14. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

15. **Maiden Name.** Kimberly should have the option of restoring her name to Kimberly Killian, should she so desire.

16. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall

seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

17. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

18. Preparation of Final Documents. The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.

19. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

20. Drafting. Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

21. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
22. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action, if any.
23. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/ Thomas Shillington Moon

THOMAS SHILLINGTON MOON,

Petitioner

Signed by Robert M. Jepson with

written permission obtained on 7/17/2026

/s/Kimberly Killian Moon

KIMBERLY KILLIAN MOON,

Respondent

Signed by Robert M. Jepson with

written permission obtained on 7/17/2026