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Attorney for Respondent

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

In the Matter of the Marriage of:

JARED ALAN PAYNE,

Petitioner,
and

KAYCEE NOEL PAYNE,

Respondent.

DECREE OF DIVORCE

Case No. 254901128

Judge: Robert Faust

Commissioner: Kim M. Luhn

The above-captioned matter came on regularly before the Honorable Judge Robert Faust for a Trial on April 28, 2026. Kaycee was present and was represented by Alyssa G. Beard. Jared was present and pro se. Pursuant to the *Memorandum Decision and Order and Ruling on Motion* a judgment for a divorce can be entered. The court does now ORDER, ADJUDGE, and DECREE as follows:

1. Kaycee is awarded a Decree of Divorce from Jared on the grounds of irreconcilable differences, effective April 28, 2026.

Provisions Relating to Jurisdiction

2. Both parties are bona fide residents of Salt Lake County, State of Utah, and had been for three months immediately prior to filing this action.

3. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code 81-4-402(1).

4. The parties have two (2) minor children born as issue of their marriage, to wit: A.M.P., born April 2010; and E.K.P., born March 2015.

5. **Custody/Parent-Time:** Kaycee is awarded sole physical custody of the two minor children, A.M.P. born April 2010 and E.K.P. born March 2015, according to Section 81-9-302, U.C.A. Jared shall have parent-time as the parties agree. If the parties do not agree, then Jared shall have parent-time pursuant to Utah Code 81-9-302.

6. The parties are awarded joint legal custody of the minor children. Kaycee has the final decision-making authority regarding the children and as provided in Section 81-9-203 (11) (e)(i). Prior to Kaycee exercising final decision-making authority the parties will first confer in good faith regarding major decisions (education, non-emergency medical, etc.).

7. Both parties retain direct access to the minor children's school, medical, dental, therapy, and extracurricular portals and records.

8. **Child Support:** Jared's gross income is \$7,062. Kaycee's income is imputed to \$4,141 gross a month. Jared shall pay Kaycee child support in the amount of \$1,147.00 a month beginning May 2026 for the two minor children. Regarding child support for the R.A.P. until his graduation in May 2026, as R.A.P. is living with Jared, Jared shall cover his expenses as he is already 18 and the Court does not recalculate Kaycee's portion of her expenses relating to this child. See child support worksheet on file.

- a. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-303. Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of

Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.

- b. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

9. **Medical Insurance Coverage/Premiums/Out-of-Pocket Expenses:** The party with the best coverage available shall be ordered to maintain in force any and all health insurance for the minor child. The parties shall be ordered to follow the statutory provisions of medical insurance and out-of-pocket medical expenses.

10. The parties are ordered to equally share the child related expenses pursuant to Utah Code Ann. Sections 81-6-208 and 209.

11. The parties shall equally share all reasonable and necessary unreimbursed medical, dental, orthodontic, vision, therapy, and prescription expenses for the minor children after insurance has been applied.

- a. The parent incurring the expense must provide a copy of the bill and Explanation of Benefits within 30 days, and the receiving parent must reimburse their share within 30 days of receiving proper documentation.

12. **Childcare:** The parties shall equally share all necessary work-related childcare costs. The party incurring the cost shall provide proof of the incurred cost to the other party within thirty days. The other party shall reimburse their one-half portion to the parent who incurred the cost within thirty days of receipt of proof of payment.

13. **Tax Deduction for the Minors:** Jared shall claim R.A.P. until he is eighteen (18) years old. The parties will each claim one minor child each year thereafter beginning with Kaycee claiming E.K.P. for the 2026 tax year and, Jared claiming A.M.P. When only one child is

left as a minor and then the parties shall alternate years claiming the child beginning with Kaycee claiming the child the first year.

14. A party is only entitled to claim a child for tax purposes if they are current on their child support obligations by December 31 of the relevant tax year.

15. Each party has a buyout provision, and each party must be current on their support obligations to claim the buyout provision.

Provisions Relating to Debts and Obligations

16. **Division of Debt:** Any debt incurred during the marriage prior to separation in 2024 shall be equally divided between the parties pursuant to Utah Code Ann. 81-4-406(4).

17. The parties shall each pay one half of all debts incurred during their marriage. The parties shall each pay one half of \$2,328.08 in unpaid school fees for R.A.P. as marital debt. The party enrolling any child into extracurricular activities shall pay the same unless they obtain the other party's consent in writing to pay half of the expenses.

18. The parties are responsible for any debt in their own name, including credit card debt, that occurred post separation.

19. **Personal Property:** The parties shall keep all personal property now in their possession, including the 2019 Nissan Altima to Kaycee. Kaycee is awarded the 2018 Chrysler Pacifica and is responsible for the debt thereon at Hercules Credit Union. Jared is awarded the 2013 Chevrolet Suburban and is responsible for the debt thereon at Hercules Credit Union. The party awarded property to which a debt or liability is attached will hold the other harmless and indemnify the other therefrom.

20. Jared shall pay \$800 to Kaycee to equalize the value and debt on the two cars. Kaycee will make all loan payments and maintain required insurance, and shall attempt to

refinance or otherwise remove Jared's name from the debt within 90 days. Jared's \$800 equalization payment to Kaycee shall become due 30 days after Kaycee provides written proof that Jared has been released from liability on the loan.

21. Kaycee shall provide to Jared the login details for the Fandango account and both parties shall maintain access to the shared digital movie library. Neither party shall change the password without providing updated login information to the other, nor shall they delete or sell the library.

22. **Bank Accounts:** Any joint accounts shall be divided equally. Kaycee is awarded the Wells Fargo account. Each party is awarded their own separate accounts.

23. **Retirement Accounts:** All retirement accounts are divided between the parties according to the Woodard Formula as of April 28th 2026. Jared shall engage a preparer and provide the necessary paperwork to divide the account within sixty days of April 28, 2026.

24. **Alimony:** Jared shall pay alimony in the amount of \$424.25 a month to Kaycee for the length of the marriage, which is defined as 258 months. Further, the alimony of \$424.25 is retroactive to the date of the temporary order. Therefore, the Court grants Kaycee's alimony request. Alimony shall terminate upon the expiration of the ordered term, death of either party, Kaycee's remarriage, or Kaycee's qualifying cohabitation

25. The exact amount of the arrears, which shall be inclusive of the application of the insurance credit against any arrears for health insurance premiums paid by Jared on Kaycee's behalf shall be calculated between the parties.

26. Both parties shall be mutually restrained from discussing the case or any divorce issues, with or in the presence of the minor child, and the parties shall remove the child from the presence of any third party who attempts to do so as stated in the temporary order.

27. **Attorney Fees and Costs:** Each party shall pay their own attorney fees and costs.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ *Jared Alan Payne**

Jared Alan Payne

Pro Se

*Written authorization to affix electronic signature on record with e-filer.

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Kaycee's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via email to:

Jared Alan Payne

headbanger6661@yahoo.com

Petitioner , Pro Se

/s/ *Hayli Dickey*

Hayli Dickey