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Attorney for Respondent

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

In the matter of the marriage of STEWART KELLY, Petitioner, and JUSTINE WEST, Respondent.	DECREE OF DIVORCE Case No. 254905577 Judge Kristine Johnson Commissioner Joanna Sagers
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Petitioner Stewart Kelly ("Petitioner") and Respondent Justine West ("Respondent") have entered into a Stipulation (the "Stipulation"), resolving all issues relating to the above-entitled divorce action. The Court, having received the Stipulation, having reviewed the file, and having entered the Findings of Fact and Conclusions of Law, hereby ORDERS, DECREES and ADJUDGES as follows:

1. Petitioner is hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between the parties, to become final upon signature and entry.

2. The parties have one minor child: Lillian, born 8/20/13.
3. The parties shall share joint legal custody of their minor child.
4. The parties shall abide by the terms of the following Parenting Plan:
 - a. To the extent that they do not otherwise conflict with any of the provisions of this Stipulation, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of this Stipulation and the guidelines, the terms of this Stipulation shall govern and take precedence.
 - b. Unless otherwise agreed upon by the parties in writing or ordered by the Court, the child shall continue to attend Union Middle School through junior high school graduation, and thereafter attend the high school that Union Middle School feeds into through high school graduation.
 - c. Other than the child's and school attendance addressed at Paragraph 4(b) above, the parties shall handle decision making regarding the minor child as follows-
 - i. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of an emergency involving the child, the other parent shall be notified as soon as reasonably possible.
 - ii. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure—

- The parent who becomes aware of a decision concerning the child shall notify the other parent upon becoming aware of the issue.
- The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.
- In the event the parties are unable to reach an agreement regarding the decision after discussion, they shall participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.
- If the parties are unable to reach an agreement regarding the decision in mediation, then either party may submit the issue to the District Court for resolution.

d. Extracurricular Activities shall be handled as follows-

- i. The parties shall discuss the minor child's involvement in an extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent

time, and allow the child to attend the activity during their parent time.

ii. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

e. The minor child shall have her own bed and bedroom at Stewart's residence, which shall not be shared with any other child or adult.

5. The parties are awarded joint physical custody of their minor child.

6. Parent time shall be as the parties can agree, however if they are unable to agree, the parties shall share parent time with the minor child according to the following:

a. Regular parent time-

i. For the remainder of the summer of 2026, parent time shall be in accordance with Chart #1, attached hereto and incorporated by reference. All transportation in connection with this regular parent time shall be in accordance with the provisions set forth within Chart #1.

ii. Commencing the 2026-2027 school year, regular parent time during the school year shall be in accordance with Chart #2, attached hereto and incorporated by reference. All transportation in connection with this

regular parent time shall be in accordance with the provisions set forth within Chart #2.

iii. Commencing the summer of 2027, regular parent time during the summer shall be alternated on a week-on/week-off basis, with the parties exchanging the child on Sundays at 7:00 p.m. In connection with this, the following applies---

- The summer parent time schedule commences on the first Sunday after the last day of school, meaning that the parties shall continue to follow the school year parent time schedule (per Chart #2) from the date of the regular dismissal from school for summer vacation until the first Sunday after the last day of school.
- Commencing with the 2027 calendar year and odd numbered years thereafter, Stewart shall have the first week of parent time when the summer parent time schedule commences, with the parties alternating parent time weekly thereafter until the summer parent time schedule ends. Commencing with the 2028 calendar year and even numbered years thereafter, Tina shall have the first week of parent time when the summer parent time schedule commences, with the parties alternating parent time weekly thereafter until the summer parent time schedule ends

- The summer parent time schedule ends on the Sunday before the first day of school when school resumes for the new school year.
 - The parties shall share the responsibility to transport the child in connection with the exercise of all regular parent time during the summer, with the parent who is commencing their time with the child being responsible to pick the child up at the beginning of their parent time.
- b. Holiday parent time shall be as set forth in the schedule attached hereto and incorporated herein. The parties shall share the responsibility to transport the child in connection with the exercise of holiday parent time, with the parent who is commencing their time with the child being responsible to pick the child up at the beginning of their parent time.
- c. Commencing the summer of 2027, extended summer parent time shall be as follows-
- i. Each party is entitled to 3 additional days of extended parent time with the minor child, to be exercised consecutively and contiguous with their regular week of parent time.
 - ii. Notice of extended summer parent time dates shall be provided as follows—
 - Commencing with the 2027 calendar year and odd-number years thereafter, Stewart shall provide written notice of his

extended summer parent time dates on or before May 1st and thereafter, Tina shall provide written notice of her extended parent time dates on or before May 15th.

- Commencing with the 2028 calendar year and even-number years thereafter, Tina shall provide written notice of her extended summer parent time dates on or before May 1st and thereafter, Stewart shall provide written notice of his extended parent time dates on or before May 15th.
- If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

iii. Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

iv. The parties shall share the responsibility to transport the child in connection with the exercise of extended parent time, with the parent who is commencing their time with the child being responsible to pick the child up at the beginning of their parent time.

7. Commencing the month of August of 2026, Stewart shall pay base child support in the sum of \$572.00 per month. This child support figure is based upon utilizing a joint physical custody worksheet with Tina assigned 220 overnights, Stewart assigned 145 overnights, Tina's

gross monthly income of \$1,260.00 and Stewart's gross monthly income of \$6,067.00. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

8. Stewart shall continue to provide the health insurance coverage on behalf of the minor child provided it is available to him through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child's portion of insurance premiums. Any party who carries insurance on behalf of the child shall provide verification of coverage upon enrolling the child and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or shall have known of that change.

9. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

10. Due to the age of the child, there is no need for daycare, therefore no daycare expenses.

11. The parties shall share equally all mandatory public school fees and the cost of school lunch for the minor child.

12. The tax deductions for the minor child shall be handled as follows:

- a. Commencing the 2025 calendar tax year and each odd-numbered calendar tax year thereafter until the child turns 18, Stewart is awarded the state and federal tax deductions for the minor child.
- b. Commencing the 2026 calendar tax year and each even-numbered calendar tax year thereafter until the child turns 18, Tina is awarded the state and federal tax deductions for the minor child.
- c. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

13. There is no real property subject to division.

14. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of this Stipulation as a full and complete division of personal property.

15. There are no vehicles subject to division.

16. The debts shall be divided as follows*:

- a. Tina

- Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 8/1/22
- Her own medical and dental expenses

b. Stewart

- Any credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 8/1/22
- His own medical and dental expenses
- Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

17. Neither party has any retirement, pension and/or investment assets, interests and/or accounts in their name.

18. There are no joint financial institution accounts. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

19. Taxes shall be handled as follows:

- All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

- b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received.

Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

- c. Commencing with the 2025 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

20. There are no joint health insurance policies. Each party is responsible for their own health insurance coverage at their sole cost.

21. There are no joint auto insurance policies. Each party is solely responsible for their own automobile insurance coverage at their own cost.

22. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

23. Neither party is awarded any alimony from the other now and forever in the future.

24. The following mutual restraining order shall be entered:

- a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
- b. The parties are mutually restrained from disparaging one another to the minor child, alienating, or otherwise interfering with the other's relationship with the minor child; or allowing any third party to do so.
- c. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child or the minor child's preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.
- d. Neither party shall allow the child to be in the presence of any third party engaged in any activity prohibited by this restraining order, and the parties are under an affirmative duty to remove the child from any such setting.
- e. 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.

25. The parties shall each pay their own attorney fees and costs incurred in this matter.

AS ORDERED BY THE ELECTRONIC SIGNATURES OF THE COURT ON PAGE ONE OF
THIS DOCUMENT.

APPROVED AS TO FORM:

/s/Jason Sant(digitally signed by David Pedrazas with permission via email)

JASON SANT
ATTORNEY FOR PETITIONER

CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2026, a true and correct copy of the foregoing was sent via email to the following:

Jason Sant
Attorney for Petitioner
Email: jason@jolleyandjolley.com

/s/David Pedrazas

Chart#1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	T	S *	T	T	S **	S	T
Week 2	T	S *	T	T	S **	S	T
Week 3	T	S *	T	T	S **	S	T
Week 4	T	S *	T	T	S **	S	T

*Stewart's mid-week parent time, with Stewart to pick up the child from Tina on Tuesdays between 4:00 p.m. and 5:00 p.m. to commence his parent time and Stewart returning the child to Tina on Wednesdays at 9:00 a.m. at the conclusion of his parent time.

** Stewart's weekend parent time, with Stewart to pick up the child from Tina on Fridays between 4:00 p.m.-5:00 p.m. to commence his parent time and Stewart returning the child to Tina on Sundays between 7:00 p.m. and 8:00 p.m. at the conclusion of his parent time.

T=Overnight for Tina
S=Overnight for Stewart

Chart#2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	T	T	T	T	S *	S	S
Week 2	T	T	T	T	S *	S	S
Week 3	T	T	T	T	S *	S	S
Week 4	T	T	T	T	S *	S	S

* Stewart to pick up the child from Tina on Fridays between 4:00 p.m.-5:00 p.m. to commence his parent time and Stewart to take the child to school on Monday morning at the conclusion of his parent time, or return the child to Tina at 9:00 a.m. if school is not in session. In connection with this, Stewart's parent time overnight on Sunday nights is conditioned upon him personally taking the child to school on Monday morning, not any third party.

T=Overnight for Tina

S=Overnight for Stewart

Holiday	Holiday Time Period	Years Stewart is Granted Holiday	Years Tina is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years

Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother's Each Year	
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father's Each Year	
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years

Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years