

The Order of the Court is stated below:

Dated: September 23, 2026  
09:52:38 AM

/s/ L DOUGLAS HOGAN  
District Court Judge



Trevor B. Fugate (16053)  
Ryan E. Simpson (11300)  
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*Attorneys for Hayat Gartas*

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

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**IN THE MATTER OF THE MARRIAGE  
OF:**

**HAYAT FUTUR HAKIM GARTAS**

**and**

**KYLE TRAVIS PENDLETON**

**DECREE OF DIVORCE**

Case No.: 234300301

Honorable Judge L. Douglas Hogan

Commissioner Renee Blocher

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The above-entitled matter having come before the Honorable Judge L. Douglas Hogan for trial on February 20, 2026, with Hayat Futur Hakim Gartas (“Petitioner”) being present and represented by counsel, Trevor Fugate and Kyle Travis Pendleton (“Respondent”) being present and represented by counsel, Kristopher Snow; and the Court having heard testimony from both parties and now, being more fully advised, the Court having entered its Findings of Fact and Conclusions of Law; and with good cause appearing **IT IS HEREBY ORDERED,**  
**ADJUDGED AND DECREED AS FOLLOWS:**

## JURISDICTION AND GROUNDS

1. Residency. Petitioner and Respondent are bona fide residents of Tooele County, Utah, and have been for at least three months immediately prior to the filing of this action.
2. Marriage Statistics. The parties were married on June 22, 2015, in Sa Aruba and are presently married.
3. Grounds. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible. The parties' marriage is hereby dissolved.
4. Child. The following is the minor child of the parties.

| Name   | Date of Birth |
|--------|---------------|
| A.R.P. | November 2017 |

## PARENTING PLAN

5. Custody/Parent time. The parties are awarded joint physical custody of their minor child with Father being designated as the primary residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

|        | Mon    | Tues   | Wed    | Thurs  | Fri    | Sat    | Sun    |
|--------|--------|--------|--------|--------|--------|--------|--------|
| Week 1 | Mother | Mother | Mother | Mother | Mother | Mother | Mother |

|        |        |        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|--------|--------|
| Week 2 | Father | Father | Father | Father | Father | Father | Father |
|--------|--------|--------|--------|--------|--------|--------|--------|

a. Regular Parent Time.

- a. Parent time shall start at 8 am, on Monday mornings, or appropriate school hours when school is in session.

6. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. The major decisions concerning the children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement after that point, Father shall have interim decision-making authority subject to Mother's option to mediate before court intervention. Both parties shall have the authority to emergency and make routine decisions regarding the child's day-to-day activities when the children are in his or her care

7. Child will stay at his current school, Saint Marguerite Catholic School.

8. No alcohol during parent time, no testing required, but if a future alcohol incident arises and it is found that alcohol causes a negative impact, the court will require monitoring system for 6 months.

9. Communication. The parties will discuss all parenting concerns in person, on phone, by text or e-mail at any time needed and will not use their children to deliver messages.

10. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

11. Child Support: Petitioner is voluntarily unemployed; for purposes of calculating child support, her income will be imputed at \$3,987.00. Respondent is employed full-time and earns a gross monthly income of \$4,333.00 per month.

12. In compliance with child support guidelines and in accordance with Utah Code Ann. § 81-6-202 and based on this income, the Respondent would be ordered to pay \$28.00 per month as child support to the Petitioner

13. Real Property. During the course of the marriage, the parties acquired real property located at 36 Glenwood Street, Tooele, UT, 84074. The parties shall mutually agree on a realtor to list and sell the property. Respondent shall propose three realtors, and Petitioner shall select one of those three realtors to use. The parties agree to try to sell the home for as much as possible, and agree to defer to the realtor on pricing, price adjustments, home improvement, etc. All remaining proceeds after paying costs of sale and the mortgage shall be equally divided between the parties. In addition, the following terms are applicable:

- a. mortgage payment made from Respondent's account for one month,
- b. Respondent to pay escrow collection bill,

c. any back taxes shall be paid from the sale of the home.

14. Vehicles. Parties shall be awarded their respective vehicles that own at this time.

15. Retirement Accounts. The parties are each awarded their own retirement accounts free and clear of any claim by the other.

16. Alimony. Neither party shall be awarded alimony.

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

18. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

19. Miscellaneous. Protective Orders in cases 234300132 and 234300104 are dismissed.

**-END OF ORDER----**

**SEE COURT'S ELECTRONIC SIGNATURE AT THE TOP OF THE FIRST PAGE**

### **RULE 7(j)(4) NOTICE**

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed Decree by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

DATED the 18<sup>th</sup> day of August 2026.

/s/ Trevor B. Fugate  
Trevor B. Fugate  
Attorney for Petitioner

### **CERTIFICATE OF SERVICE**

I hereby certify that on the 18th day of August 2026 a true and correct copy of the foregoing was served to the person(s) and in the manner listed below:

Kyle Travis Pendleton  
57 W Vine St.  
Tooele, UT 84074

(X) U.S. mail, first-class, postage  
prepaid  
( ) Facsimile  
( ) Electronic Filing  
( ) Hand Delivery  
( ) Overnight courier  
( ) Email

/s/ Summer Young  
Summer Young  
Paralegal