The Order of the Court is stated below:
Dated: October 06, 2026 11:02:28 AM **/s/** L DOUGLAS HOGAN
District Court Judge

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Licensed Paralegal Practitioner for Kimberly A. Cunningham

IN THE THIRD DISTRICT COURT OF UTAH
JUDICIAL DISTRICT, TOOELE COUNTY

In the Matter of the Marriage of: KIMBERLY A. CUNNINGHAM, Petitioner, and GARY D. CUNNINGHAM JR., Respondent.	**DECREE OF DIVORCE** Case No. 264300364 Judge: L. Douglas Hogan Commissioner: Renee Blocher

This divorce action is before the Court on Kimberly's Petition for Divorce. The Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

1. DIVORCE: The parties shall be granted a divorce based upon the grounds of irreconcilable differences.

2. JURISDICTION: Kimberly is a residence of Tooele County and has resided in Tooele County for at least three months immediately before filing this case.

3. MARRIAGE: Kimberly and Gary were married on October 13, 2017, in Tooele, Utah, and are currently married.

4. NO MINOR CHILDREN: The parties do not have any minor children, and none are expected.

5. ALIMONY: Both parties can support themselves and neither party shall be awarded alimony now or in the future.

6. BUSINESSES: Kimberly owns a business called Sun Key Realty, LLC. Kimberly shall be awarded all interests in the businesses without any claim by Gary.

7. PERSONAL PROPERTY: Each party shall be granted his or her personal effects and personal items of property. If the parties are unable to agree, they shall attend a session of mediation. If the parties are unable to agree in mediation, either party may bring the issue before the Court after attempting in good faith to mediate the issue.

8. VEHICLES: Kimberly shall be awarded the 2022 BMW X3. Kimberly shall be responsible for any debts associated with the vehicle. Gary shall be awarded the 2016 Ford F350, 2023 Can Am, Eco Trailer, and 2011 Ford Fusion. Gary shall be responsible for any debts associated with his vehicles.

9. TAXES: Beginning in the tax year of 2026, and every year thereafter, both parties shall file their own separate tax returns.

10. INSURANCE: Upon entry of the Decree of Divorce, both parties shall maintain and be solely responsible for their own health insurance.

11. FINANCIAL ACCOUNTS: Both parties shall divide their bank accounts as follows.

12. Kimberly shall be awarded:

a. America United Federal Credit Union acct. 4395

b. America United Federal Credit Union acct. 7253

c. Chartway Credit Union acct. 4983

d. Mountain America Credit Union acct. 6898

e. Mountain America Credit Union acct. 7241

13. Gary shall be awarded:

a. America United Federal Credit Union acct. 7953

b. Mountain America Credit Union acct. 7783

14. RETIREMENT: Gary shall be awarded his Thrift Savings Plan without any contribution to Kimberly. Kimberly one half interest in Gary's retirement shall be offset against Gary's equitable interest in the marital home. Therefore, Gary shall be awarded his retirement account in full.

15. REAL PROPERTY: The parties acquired a parcel of real property during the marriage located at 802 East Saddle Ranch Circle, Grantsville, Utah 84029.

16. Kimberly shall be awarded the home subject to Gary's equitable interest in the home. The parties agree that Gary shall be awarded $60,000, which represents his equitable interest in the marital home. Payment shall be made to Gary within thirty (30) days from the date the Decree of Divorce is signed.

17. Gary shall cooperate in signing any documents, quit claim deeds, or other paperwork necessary to facilitate removing his name from the deed of the home.

18. Gary shall vacate the marital residence within thirty (30) days of both parties signing this Stipulation.

19. DEBTS: Each party shall be responsible for their own debts in their own names.

20. If either party incurs debts after the parties' separation, each party shall be responsible for their own debt.

21. Kimberly shall be responsible for the parties' joint credit card: Heritage West Credit Union acct. 3314 and America United Federal Credit Union VISA.

22. The parties represent that all known debts and liabilities have been disclosed. Any debt or financial obligation discovered after entry of the Decree that was not disclosed during these proceedings shall be the sole responsibility of the party who incurred, created, authorized, or benefited from the debt, regardless of whether the debt is held individually or jointly. That party shall indemnify and hold the other party harmless from any liability, collection efforts, attorney fees, costs, or damages associated with the undisclosed debt.

23. NAME CHANGE: Kimberly may have her name changed to her maiden name of "Holtzman" should she desire to do so.

24. ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees and costs associated with this action.

25. DUTY TO SIGN DOCUMENTS: The parties will sign all documents necessary to comply with the Decree of Divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the Court to appoint someone to sign the document.

26. Kimberly and Gary ask that they be granted a Decree of Divorce pursuant to the terms of the stipulation, and for such other relief as the court deems equitable and just.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

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Electronic Signature shall appear at the top of the first page of this document.

Approved as to form:

_/s/ Gary D. Cunningham_____
GARY D. CUNNINGHAM
Respondent
Electronically signed by Bonnie Morriss with permission from Gary Cunningham on 10/2/26

CERTIFICATE OF SERVICE

I hereby certify that I did cause to be delivered by efiling and emailing a true and correct copy, and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 18th day of September, 2026, to the following:

Gary D. Cunningham, Jr.
Email: gdcunningham35@gmail.com

/s/ Bonnie Morriss
Licensed Paralegal Practitioner