The Order of the Court is stated below:
Dated: October 16, 2026 09:24:23 AM **/s/** ROBERT FAUST
District Court Judge

SYDNEY MATEUS, #15891
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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of, KYLEE MARIE PLANT, Petitioner, and AUSTIN JOHN GORLA, Respondent.	DECREE OF DIVORCE AND JUDGMENT Civil No. 254905690 CS Judge ROBERT FAUST Commissioner RENEE BLOCHER

The above-entitled matter came before the Honorable Judge Robert Faust for a bench trial on June 8, 2026. Petitioner, KYLEE MARIE PLANT (hereinafter referred to as "KYLEE" or "Petitioner"), was present and represented by Sydney Mateus, Legal Aid Society of Salt Lake. Respondent, AUSTIN JOHN GORLA (hereinafter referred to as "AUSTIN" or "Respondent") was regularly served but failed to appear in person or otherwise notify the Court, and the Court therefore enters Austin's default. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Kylee is hereby awarded a Decree of Divorce from Austin, such to become final upon signature and entry herein.

Provisions Relating to the Children of the Marriage

2. There have been three (2) minor Children born as issue of this marriage, to wit:

J.G. born December of 2018; and,

H.G. born March of 2023.

Provisions Relating to Child Custody and Parent-Time

3. KYLEE is awarded the sole legal custody based on Austin's abandonment of the family and children, as well as sole physical custody of the parties' minor Children, subject to AUSTIN's right to parent-time at reasonable times and places.

4. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code §81-9-209 shall be considered the minimum parent-time to which Austin and the children shall be entitled:

a. In years ending in an odd number, the minor Children shall spend the following holidays with the non-custodial parent:

i. Thanksgiving holiday beginning Wednesday until Sunday; and

ii. Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. In years ending in an even number, the minor Children shall spend the following holidays with the non-custodial parent:

i. The entire winter school break period; and

ii. The fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. Extended parent-time equal to ½ of the summer or off-track time for consecutive weeks. The Children shall be returned to the custodial home no later than seven days before school begins. This week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties shall mutually agree on this extended time each year. If they are unable to agree, the non-custodial parent shall select the dates for the extended time period.

d. One weekend per month at the option and expense of the non-custodial parent. The non-custodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the non-custodial parent has not designated a specific weekend for parent-time, the non-custodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the non-custodial parent shall be entitled to the next to the last weekend of the month.

ii. If a non-custodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the non-custodial parent's monthly weekend entitlement for that month.

iii. If the minor Children are out of school for teacher development days or snow days after the Children begin(s) the school year, or other days not included in the list of holidays above and those days are

contiguous with the non-custodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, AUSTIN shall pay all of the costs for the Children's travel expenses for parent-time.

g. If the parent who does not have primary physical care has been found in contempt for not being current on all support obligations, that parent shall be responsible for all of the Children's travel expenses relating to the parent-time schedule in this order.

h. Reimbursement by the responsible party to the other for the Children's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

i. Austin's parent-time set forth in paragraph three (¶ 3) above shall take place in Utah for the children's safety and well-being based on the children's ages, the length of time since Austin has seen the children, and Austin's current living situation.

PARENTING PLAN

5. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) shall apply to govern all parent-time arrangements.

Information Sharing

6. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.

7. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.

a. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change.

Co-Parenting Conduct

8. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.

9. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.

10. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties shall respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

11. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

12. Both parents shall refrain from consuming alcohol to excess, using any illegal substances, or taking prescription drugs for other than their prescribed uses during or immediately prior to exercising parent-time and shall restrain third parties from doing the same.

13. Both parents are restrained from smoking cigarettes, e-cigarettes, vapes, etc. in the immediate presence of the children and shall restrain third parties from doing the same.

Parent-Time

14. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

15. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations.

a. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency).

b. The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

16. Both parents shall give special consideration to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedules.

17. Neither parent shall schedule or promote to the children events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following Kylee:

a. The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children.

b. If the other parent has something scheduled or decides that the children cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the children.

18. For school and other purposes, the residence of the parties' minor children shall be Kylee's residence.

19. Regular school hours may not be interrupted for the school-aged children for the exercise of parent-time by either parent unless agreed to in writing.

20. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

21. Both parents shall have the children ready for transfers and at the appointed time.

a. If a parent is unable to transfer the children because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate arrangements.

b. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Health Care

22. A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

23. In the event of a medical emergency involving the children, the parent with whom the children are with at the time of the medical emergency may make emergency treatment decisions regarding the minor children and must notify the other parent of the medical emergency immediately.

24. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.

Vacations / Travel

25. If Austin travels with the children, he shall provide to Kylee the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

26. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

a. Any travel by Austin out of the country must be agreed to in writing.

b. Neither parent shall unreasonably withhold consent for international travel with the children, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed-upon international travel.

Relocation

27. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the "Relocation Statute" outlined in U.C.A. § 81-9-209 shall apply, and the parties shall create a new parent time schedule to address the new circumstances.

28. If the parties cannot agree to a new parent-time schedule, the parent who intends to move shall file a motion with the court to obtain new parent-time orders based on the proposed relocation.

Children's Needs

29. The parties acknowledge that the children share common needs regarding their parents and both parents shall work to ensure that these needs are being met:

a. A child should be able to love and be loved by both parents without feeling guilt or disapproval.

b. A child should be protected from parents' anger with each other.

c. A child should be kept out of the middle of the parents' conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.

d. A child should not be placed in a situation where they have to choose one of the parents over the other.

e. A child should not have to feel responsible for the burden of either of the parents' emotional problems.

f. A child should know well in advance about important changes that will affect the child's life; for example, when one of the parents is going to move or get remarried.

g. A child should have reasonable financial support during their childhood.

h. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.

i. A child should be able to just be a child.

END OF PARENTING PLAN

30. Alcohol and Drug Testing. Neither party shall drink alcohol or use illegal or unprescribed drugs in the presence of the minor children or within 24 hours of exercising his or her parent-time.

31. If either parent suspects the other parent has been using drugs or alcohol within 24 hours of their parent-time or during their parent-time, that parent will advise the other of their request for a random hair follicle 10-panel drug test and drug urinalysis (including alcohol-ETC) prior to exercising their parent-time.

32. The random drug testing shall be at Transmetron or other nationally recognized drug testing facility.

33. If the test is positive, then the Court shall be informed, and additional Orders can be entered to protect the children.

a. The parent who has a positive drug/alcohol test shall not resume their parent-time until a negative test results is provided and at their own expense.

b. If Austin still continues to have a positive drug/alcohol test, the parties will determine is Austin's continued parent-time with the minor children shall be supervised. The parties will work together to agree on supervisor for Austin's parent-time, if needed.

c. If the parties cannot agree on a supervisor for Austin's parent-time, the parties will use Zachary Lentz, Austin's brother to act as the parent-time supervisor and will work with the parties to facilitate Austin's parent-time as he is available and the parties agree.

d. If Austin cannot pay for a drug and alcohol test upon Kylee's request, Austin's parent-time shall be temporarily suspended until he can provide Kylee with a negative drug and alcohol test.

34. If the drug and alcohol test comes back negative, the requesting party shall pay for the drug and alcohol test.

Provisions Relating to Child Support Payments

35. Kylee is employed and earns **$17.00** per hour working **40** hours per week and therefore grosses **$2,947.00** per month for child support purposes.

36. Austin is employed and earns **$17.00** per hour working **40** hours per week and therefore grosses **$2,947.00** per month for child support purposes.

37. Pursuant to Utah Code § 81-6-202, Austin is ordered to pay child support to Kylee commencing July 1, 2026, in the amount of **$640.00** per month**.** Child support shall be calculated using a Sole Custody Child Support Worksheet based on the parties' gross monthly incomes and the parent-time schedule herein, pursuant to the Utah Uniform Child Support Guidelines. A copy of the Sole Custody Child Support Worksheet has been filed with the Court.

38. Pursuant to Utah Code Ann. § 26B-9-403 the obligor parent (non-custodial parent) shall make child support payments directly to the obligee parent (custodial parent) as follows:

a. Pursuant to Utah Code § 81-7-102, unless otherwise specified, all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first

day of each month. However, any party may subsequently pursue income withholding through the Office of Recovery Services upon the date payment of child support becomes delinquent, the obligor or oblige requests, or the date the court or administrative body so modifies the order.

39. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Austin in addition to the base child support obligation.

40. In the event income withholding is commenced, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

41. Any Office of Recovery Services fee shall be paid by Austin. If Kylee is the ORS applicant and the fee is withheld by ORS from payments to Kylee, Austin shall reimburse Kylee for the fee.

42. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination

43. Child support should be paid until each child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

44. Under Utah Code § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2)

the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211 if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

45. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

46. Pursuant to U.C.A. § 81-7-102, the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent children.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be

calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor childrenren of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, a dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Kylee shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of

Austin shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

Provisions Relating to Child Care Expenses

47. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training-related childcare expenses of the custodial parent.

a. The non-custodial parent shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Debts and Obligations

48. There are no known marital debts or obligations. However, if any exist, it is reasonable and proper that all debts and obligations contracted by the parties shall be the responsibility of the party who incurred the particular debt. Pursuant to Utah Code § 81-4-406(3) the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

a. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

b. Pursuant to Utah Code § 81-4-406(3) the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Personal Property

49. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore divided it.

a. All personal property not specifically addressed in the parties' divorce shall be divided as the parties have already divided it.

b. All property and all property rights which may be vested in either Petitioners a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Provisions Relating to Real Property

50. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

51. Each party is fully capable of supporting themselves and, therefore, neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

52. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Taxes

53. KYLEE shall be entitled to claim the minor children as exemptions for the purpose of filing federal and state income tax returns**.**

Attorney's Fees

54. Each party shall be ordered to assume his/her own costs and attorney's fees incurred in prosecuting this action.

Name Change

55. KYLEE is restored the use of her former name, **KYLEE PLANT** if she so desires.

Other

56. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an action at the expense of the disobedient party and ask that the Court appoint some other person to

execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of October, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served [ ] via the court's electronic filing system, [X] by mail postage prepaid, [ ] via hand-delivery, [ ] via facsimile, [ ] via e-mail, as addressed, to:

Austin John Gorla, *Respondent*
5503 West 9000 South, Apt. Q104
West Jordan, UT 84009

/s/ ***Amber Alleman***
Amber Alleman, Paralegal to
Sydney Mateus, Attorney for Petitioner