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Attorney for Kaycee Megan Byington

IN THE SECOND JUDICIAL DISTRICT COURT COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF: KAYCEE MEGAN BYINGTON and LUIS TROY BYINGTON	DECREE OF DIVORCE Case No.: 254902046 Judge: Reuben J. Renstrom Commissioner: Brando Richards

Petitioner, Kaycee Byington (“Kaycee”), having filed a Verified Petition for Divorce against Luis Byington (“Luis”), Luis having filed an Answer and Counter Petition, and the parties having reached a final resolution by filing a Divorce Stipulation resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREE AS FOLLOWS

1. **JURISDICTION:** **Residency.** The parties are actual and bona fide residents of Davis County, State of Utah and has been for at least three (3) months preceding the filing of this action pursuant to Utah Code § 81-4-402.
2. **DIVORCE:** That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

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3. GROUNDS: The parties agree that irreconcilable differences have arisen between them and that the marriage is irretrievably broken.
4. CHILDREN: These orders pertain to the following children born to the parties, to-wit:
 - a. G.T.B. born July 21, 2021, and
 - b. twins S.K.B. and L.J.B. born on December 15, 2023.
5. CUSTODY AND PARENT-TIME:
 - a. Legal Custody: The parties shall share joint legal custody of the minor children.
 - b. Physical Custody:
 - i. The parties shall share joint physical custody of the minor children.
 - ii. The parent time shall be as the parties agree.
 - iii. If the parties cannot agree the parent time shall be as follows:
 1. Kaycee shall have parent time from Sunday at 10:00 a.m. through Wednesday morning, with drop-off at daycare or school.
 2. Luis shall have parent time from Wednesday at 3:00 p.m. through Saturday at 10:00 a.m.
 3. The parties shall alternate weekends beginning Saturday at 10:00 a.m. and concluding at Sunday at 10:00 a.m. During weekends awarded to Luis, his parent-time shall continue through Sunday at 10:00 a.m. before returning the children to Kaycee. During weekends awarded to Kaycee, her custodial time shall continue uninterrupted. Kaycee's

weekend shall start May 16, 2026.

4. This schedule is based on Kaycee currently working nights, and both parties schedule. Should Kaycee's work schedule change the parties will work together to modify their 50/50 arrangement. It is not the intent of the parties that this should occur frequently, but on more of a 6 month or yearly basis.

c. EXCHANGES:

- i. Exchanges shall be as the parties can agree in writing. If they cannot agree then exchanges shall be as follows:
 1. Wednesday exchange occurs at 3:30 p.m. Luis shall pick up the children from daycare or school.
 2. Weekend exchange occurs at 10:00 a.m. and shall occur curbside at the receiving parent's residence, the parent beginning parent-time shall pick up the children.

d. RELOCATION:

- i. Any relocation greater than 20 miles from the children's primary residence shall comply with Utah Code § 81-9-209.

e. RESIDENCE AND SCHOOLING:

- i. The parties agree to reserve the issue of which parent shall be designated as the residential parent for school purposes for the minor children.

- ii. The parties shall participate in mediation with their agreed mediator no later than six (6) months prior to G.T.B. beginning kindergarten in an effort to resolve the issue of school designation, school boundaries, and the children's primary residence for educational purposes. At this time the parties will attend mediation with Catherine Hoskins at 9:00 – 1:00 pm on February 4, 2027.
- iii. If the parties are unable to reach an agreement through mediation, either party may seek further relief from the Court.
- f. HOLIDAY PARENT-TIME. The parties shall exercise holiday parent-time as they may mutually agree. The parties acknowledge that Kaycee's employment schedule may affect holiday scheduling, and the parties shall make reasonable efforts to ensure that holiday parent-time is shared as equally as possible while accommodating her work schedule. If the parties are unable to agree, holiday parent-time shall be exercised pursuant to Utah Code Ann. § 81-9-303, with Kaycee being designated as the custodial and Luis as non-custodial. These labels are only for the holiday rotation.

HOLIDAY	HOLIDAY TIME PERIOD	YEARS LUIS MAY BE GRANTED HOLIDAY	YEARS KAYCEE IS GRANTED HOLIDAY
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd years	Even years

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	(2) Holiday ends at 7 p.m. on the day before school resumes.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if noncustodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not	Even years	Odd years

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	Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans	Odd years	Even years

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	Day.		
Thanksgiving	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

g. ADDITIONAL PARENT-TIME FOR SPECIAL EVENTS AND VACATIONS:

- i. The parties acknowledge the importance of the children maintaining meaningful relationships with both extended families. The parties shall make reasonable efforts to accommodate additional parent-time for important or significant family events, celebrations, reunions, weddings, funerals, vacations, and similar occasions.

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- ii. The parties agree to act reasonably and in good faith when considering requests for additional parent-time. Requests shall be made as far in advance as reasonably possible, and neither party shall unreasonably withhold consent to temporary schedule adjustments that are in the children's best interests.
- iii. Kaycee shall be allowed to take her planned trip over Memorial Day 2026 with the parties oldest child.

6. CHILD SUPPORT:

- a. The parties acknowledge that child support has been reviewed pursuant to the Utah Child Support Guidelines and based upon the parties' respective gross monthly incomes and equal parent-time arrangement.
- b. For purposes of child support calculations, the parties are currently earning similar incomes. Kaycee is earning \$7709 per month and Luis is earning \$8097 per month.
- c. Luis owes child support in the amount of \$53.00 a month, however due to the minimal amount, unless child support changes this amount shall be suspended until further order of the Court..
- d. The parties acknowledge that child support may be modified in the future pursuant to Utah law upon a substantial material change in circumstances.

7. PARENTING PLAN: The following parenting plan shall govern the parties to-wit:

a. DEFINITIONS:

- i. Adult issues: Child related issues surrounding finances, parent-time, subjects beyond the child's maturity, changes to parenting responsibilities, any issue which the child has no control over that will reasonably cause stress.
- ii. Advance Notice: 72 hours in advance of an actual event.
- iii. Compliance: Routine obedience to terms of the parenting plan - not perfection.
- iv. Confer: Actively seeking the opinion/advice of a co-parent and conveying any decision made as a result of said communication to a co-parent.
- v. Co-parent: The other parent of the child.
- vi. Co-parenting: The lifestyle of working together for the goal of raising the children to be the best, most well-adjusted, and happiest children possible—transitioning into the best, most well-adjusted, and happiest adult possible.
- vii. Custody: This word is never used alone in the Parenting Plan because it is too vague and has too many meanings for too many people.
- viii. Day-to-day decisions: Any and all routine parental decisions that do not interfere with decisions designated “major” or “moderate.”
- ix. Gate keeping: When one parent controls the flow of information about the child. This can only occur when one parent does not have access to the source of information.

- x. Major decisions: Non-emergency surgery, long-term prescription medication, school/teacher selection, and other life-altering decisions.
 - xi. Moderate decisions: Religious ordinances, emergency medical treatment, extra-curricular activities that affect a co-parent's awarded time, haircuts, piercings and similar decisions.
 - xii. Non-compliance: Three or more failures to follow the Parenting Plan.
 - xiii. Parent-time: The actual time awarded to a parent to care for a child.
 - xiv. Reply Notice: 36 hours in advance of an actual event.
- b. FIRST PERSON RECITATIONS: Each party shall adhere to the following in the first person to-wit:
- i. I understand that the court is the “boss” of this case and that I don’t get to make my own rules at any point. I am willing to work hard and I agree to be a flexible Co-parent. I agree that Co-parenting is the lifestyle that will give our child the best chance at success in life and that it is in the best interest of our child.
 - ii. I will look for the positive qualities of my Co-parent. I understand that our child will view themselves as ½ me and ½ my co-parent. I shall abide by the Platinum Rule and treat my Co-Parent exactly the way I want to be treated by my Co-parent.
 - iii. I shall actively promote our child’s positive relationship and opinion of my Co-parent (I am not required to lie do so).
 - iv. I shall not bother, harass, annoy or threaten my Co-parent.

v.I understand that it will never be acceptable to use our child as a confidante or counselor on Adult issues.

c. COMMUNICATION/INFORMATION:

i. Communication about Adult Issues shall occur between the parties only. This means that in the event that one or both of the parties have a significant other/marry, the parties will continue to communicate with one another and not communicate instead through their new spouse or any other third party. In the event that communication with our child regarding Adult Issues becomes necessary, it shall be done jointly with my Co-parent.

ii. Communication with my Co-parent shall be via the Our Family Wizard app unless there is an emergency.

iii.I shall Confer with my Co-Parent on Major Decisions and Moderate Decisions and utilize Advance Notice and Reply Notice.

iv. I shall create my own relationships with our child's teachers, doctors, coaches and friends. I shall obtain Child related information for myself.

v.I shall notify my Co-parent immediately in the event of a medical emergency. I shall notify my Co-parent when our child is ill. All medication shall be appropriately administered.

vi.I shall allow our child to have liberal phone and other contact with my Co-parent during reasonable hours. This shall not be abused by either parent (a short phone

call or contact a day is plenty for our child so it will have to be plenty for me too).

I shall not take away the phone my co-parent and I have agreed to provide for our child without first discussing doing so with my co-parent.

d. DECISION MAKING/DISPUTE RESOLUTION:

- i. Each of us shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, we will seek input from treating physicians/educators. Both of us shall be provided with the input.
- ii. If we cannot agree after making a good faith effort to come to an agreed upon decision then the parties shall attend mediation and then if still unable to reach an agreement either party may file a motion with the court.

e. TRANSPORTATION, TRAVEL AND LOCAL RELOCATION:

- i. I shall have our child ready and able to leave with my Co-parent at the scheduled time for pick-up. I understand that my Co-parent has plans, schedules, and other constraints on their time. I shall be considerate of this by demonstrating routine timeliness. I shall make the transition quickly, without fanfare or drama.
- ii. I will ensure that I will be timely for parent-time exchanges. If I am more than 30 minutes late without notifying my Co-parent, and for good reason, I understand that I will forfeit that parent-time.
- iii. If I travel with our children out of state, I will give my Co-parent at least 14 days advance notice if possible and provide the following information, the dates of

travel and the location where we will be going. If our child requires a passport for travel, we will both assist in obtaining our child's passport.

iv. I shall provide my Co-parent current contact information within 24 hours of any local change of address and or phone number or e-mail.

b. ACTIVITIES:

- i. Both parties have the right to know about and attend all school, religious, and extra-curricular activities of our child. The parties have an affirmative duty to sign up for apps and portals for the children.
- ii. I shall make reasonable efforts for our child to attend special family functions. I shall not abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, friends' birthday parties, or important ceremonies).
- iii. I can enroll our child in activities that do not require involvement of my Co-parent. By doing so I recognize my Co-parent will not be sharing the cost and understand that the activity shall not interfere with their parent-time.
- iv. We will encourage Child to fully participate in his activities and lessons. It is understood that Child will attend these activities reasonably and consistently, and the parent who has custody of the child is responsible for transportation to and from the activities.

- v. When Child participates in “public events” and both of us and/or our guests attend, Child shall be directed by the resident parent to connect with the non-resident parent before and after the event. The parties shall allow the children time to speak with both parents regardless of whose “time” has been scheduled.
- vi. I shall discuss any proposed changes to the parent-time schedule with my Co-parent prior to talking with our child about any activity that I want them to be involved in.
- vii. I shall help our child to complete any homework our child has received during my parent-time.
- viii. I shall make our child’s activities comfortable and enjoyable for our child, and remember that my own needs are inferior.

c. ENVIRONMENT:

- i. While caring for our child I shall not consume any intoxicant or other substance to impairment. I shall not smoke in the presence of our child nor permit third parties to do so.

d. CLOTHING, BELONGINGS AND CELLPHONES:

- i. We will each have toiletries, pajamas and as many belongings as possible for Child in our own homes. Many of the children’s items belong to the children and can travel back and forth. The parties shall allow children to wear clothing back and forth and not change the children’s clothes.

- ii. We will ensure that any clothing, electronic devices or toys that move between the two homes rotate freely and are returned promptly.
 - iii. We acknowledge that facetime and telephone communication are alternate forms of access that can be beneficial for Child. The parties shall mutually agree upon when a child has their own electronic device and neither party surprise the child with a new phone or watch. The parties shall work out a plan for paying the bills, rules for the phone, when to turn it on and off in their home and any other regulatory need.
- e. SOCIAL MEDIA:
- i. We shall protect the privacy and safety of Child and each other by limiting Child's exposure on social media:
 - 1. The privacy settings shall be adjusted so that only family and/or close friends can view the photographs of Child.
 - 2. Neither of us shall post on social media comments about our co-parent or disputes between us. This includes any derogatory references about coparenting or suggestions our co-parent is incompetent, incapable, unsafe, and/or unstable.
- f. STEPPARENT: I understand that a stepparent is likely to be involved at some point with our child—whether by myself or through my Co-parent. I shall ensure any stepparent I introduce to the relationship does not overstep their limited role. The role of a stepparent is to support, not supplant, a Co-parent.

8. CHILDCARE COSTS:

- a. The parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of working or attending school [Utah Code §81-6-209], by each paying for their own time, so that it is an equal number of work days.

9. HEALTH INSURANCE:

- a. Code. The parties shall maintain health insurance for and on behalf of any minor child of the parties so long as it is available through their employment [Utah Code §81-6-202(10)].
- b. Apportionment of Medical Insurance Premium. That so long as it is available through her employment at an affordable cost; Kacey shall continue to carry the insurance on the child with the parties equally sharing the minor child's portion of the medical, dental, and vision insurance premiums.
 - i. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days from the date of the change and provide an annual updated medical card.

- c. Out-of-Pocket Costs. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays, and other such reasonable expenses associated with the child.
- d. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their one-half within 30 days of receipt of the verification.
- e. Compliance. The party incurring medical 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 party incurring the expenses fails to comply with this section.
- f. Double Coverage. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Kaycee shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Luis shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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 child. In addition, if there is double coverage then the insurance premiums offset and neither party shall pay a portion of the

other party's premium—regardless of any disparity in the premium cost [Utah Code §81-6-208].

10. INCOME TAX DEDUCTIONS:

- a. The parties acknowledge that their 2025 income taxes have been filed and fully resolved. Neither party shall owe to, or receive from, the other party any additional monies, reimbursements, credits, refunds, liabilities, or obligations relating to the parties' 2025 tax returns or tax year.
- b. That Kaycee shall always claim S.B and Luis shall always claim L.B and the parties shall rotate claiming G.B with Kaycee claiming in even years and Luis claiming G.B. in odd years.
- c. Should child support ever be ordered then a party must be current to claim the child for tax purposes.

11. REAL PROPERTY:

- a. The parties acknowledge that the marital residence located at 2316 N 3825 W, Plain City, Utah 84404 ("Home"), is currently under contract and shall be sold pursuant to the terms of the pending sale. In the event the current sale does not close or otherwise falls through, the parties shall continue to cooperate in re-listing and selling the Home as soon as reasonably possible. Luis shall be responsible for all costs associated with the Home including mortgage utilities etc.

- b. Upon the closing of the sale of the Home, the proceeds shall first be used to pay all customary costs and expenses associated with the sale of the Home, including realtor commissions, title fees, closing costs, and any mortgage payoff.
- c. After payment of the costs of sale, the remaining proceeds shall be used to satisfy the parties' joint marital debts as follows:
 - i. AFCU Account ending in 7550, Credit Card;
 - ii. American Express Account ending in 2004, Credit Card;
 - iii. Chase Account ending in 0799; and
 - iv. Citi Account ending in 4627, Credit Card.
- d. Neither party shall add to any of the debts as of the date of separation. The parties shall also remove their name from the accounts and or close them if it is not possible to remove a parties name so only one person is responsible.
- e. The remaining balance of the net proceeds shall thereafter be divided equally between the parties.
- f. The parties shall cooperate and execute all documents necessary to complete the sale and distribution of proceeds consistent with this Agreement.
- g. Until closing or the sale of the home, the parties are restrained from transferring, encumbering, disposing of, or otherwise impairing the value of the Home.

12. PERSONAL PROPERTY:

- a. That Kaycee is awarded her pre-marital personal property.

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- b. That Kaycee is awarded any gifts she has received during the marriage.
- c. That Kaycee is awarded the personal property currently in her possession.
- d. In addition, Kaycee is specifically awarded the following property to-wit, but not limited to:
 - i. Her 2022 Jeep Wagoneer;
 - ii. Her wedding ring;
 - iii. The couch;
 - iv. The basement fridge;
 - v. The washer & dryer;
 - vi. Her bike;
 - vii. G.T.B.'s bike;
 - viii. Triple stroller
 - ix. The toy room TV;
 - x. The bedroom TV
 - xi. The kitchen table and chairs;
 - xii. ½ of the children's toys
 - xiii. S.B. and L.B bed and dresser
 - xiv. Kayak
 - xv. Softball bats
 - xvi. Her Kitchen-Aide

xvii. Her eyelash supplies and equipment

xviii. Her spray tanning equipment and supplies

xix. Her teeth whitening supplies and equipment

xx. Her nursing books and educational supplies

xxi. Her brother's camping trailer

xxii. Her full-size body mirror

xxiii. All in door holiday décor;

xxiv. All indoor décor.

xxv. ½ of children's mementos and toys.

xxvi. All items that are clearly her personal belongings, ie shoes, clothes, yearbooks etc.

e. Kaycee shall pick up the items from the house within the next 10 days on an arranged date. She can only take the items on the list.

f. That Luis is awarded his pre-marital property.

g. That Luis is awarded any gifts he has received during the marriage.

h. All property in his possession that is not specifically mentioned to Kaycee.

i. In addition, Luis is specifically awarded the following property to-wit, but not limited to:

i. His bike;

ii. The air fryer;

- iii. The deep freezer;
- iv. The pig in the deep freezer; and
- v. Shotgun
- vi. The outside décor.
- vii. Hallway picture of three children.
- j. All other marital property has been divided.
- k. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

13. BANK ACCOUNTS:

- a. That all bank accounts have been divided.

14. DEBTS:

- a. The parties shall pay any and all debts incurred in their individual name since the parties' separation considered the date of the filing of the Petition for Divorce.
- b. Kaycee shall pay the following debt:
 - i. Her student loans;
 - ii. Her car loan;
 - iii. The car loan shall be refinanced within 60 days so that Luis's name can be removed. If the car cannot be refinanced then it will be sold. Kaycee agrees to hold Luis harmless from any debts associated with the car loan.
- c. Luis shall pay the following debts:

- i. The R.C. Willey account; and
- d. The payment of the debts set forth above are non-dischargeable in bankruptcy, solely as to the indemnification of the other party.

15. ALIMONY:

- a. Neither party shall be awarded alimony from the other, now or in the future.
- b. The parties knowingly and voluntarily waive any past, present, or future claim for alimony, spousal support, or separate maintenance against the other party.
- c. The Court shall be divested of jurisdiction to award alimony to either party in the future.

16. RETIREMENT BENEFITS:

- a. That Kaycee is awarded her retirement accounts free and clear of any interest of Luis.
- b. That Luis is awarded his retirement accounts free and clear of any interest of Kaycee.

17. MAIDEN NAME: That Kaycee is restored to her maiden name of KAYCEE MEGAN RAY, if she so desires.

18. ATTORNEYS FEES:

- a. Each party shall pay their own attorney's fees and costs.
- b. That if either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

19. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
- b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.
- c. Unless otherwise agreed the foregoing shall be completed within 30 days of the entry of the Decree of Divorce.

20. MUTUAL RESTRAINING ORDER:

- a. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
- b. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.
- c. The parties shall not make any disparaging remarks to/and/or contact the other party's work place or co-workers.
- d. The parties shall delete all pictures that are of an intimate nature and shall insure that

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they are not distributed in any form.

- e. The parties shall no longer have access or use any passwords or accounts of the other person. The parties shall not electronically monitor the other person, such as air tags or other electronic monitoring devices. All permissions that have been previously been granted to access anything like e-mail, or subscriptions is hereby revoked. The parties are now totally separate entities.

*****END OF DOCUMENT*****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

Approved as to form and content:

By signing below, I also
give approval and
authorization for counsel to
electronically sign this
document on my behalf
when it is e-filed with the
Court.

/s/Robert Hanks

Robert Hanks

Attorney for Luis Byington

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2.

Decree of Divorce

In re the Marriage of: Kaycee Byington and Luis Byington

CERTIFICATE OF SERVICE

I hereby certify that on the 27th Day of March, 2026, I caused a true and correct copy of the foregoing pleading to be served via email to:

Robert Hanks
1412 S Legend Hills Drive, Suite 200
Clearfield, UT 84015
rhanks@cordelllaw.com

X E-Mailed
Facsimile
Hand delivery
E-Filed

The foregoing was performed on May 12, 2026.

/s/ Tammy Cragun

Paralegal

Decree of Divorce

In re the Marriage of: Kaycee Byington and Luis Byington
