

**IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR WEBER COUNTY, STATE OF UTAH**

JASON KEITH LINDERMAN,  
Petitioner,

v.

KRISTA KAY LINDERMAN,  
Respondent.

Case No. 264900799

Judge Hansen | Commissioner Richards

**DECREE OF DIVORCE, CUSTODY ORDER,  
AND PARENTING PLAN**

This matter having come before the Court, and the Court having entered its Findings of Fact and Conclusions of Law concurrently herewith, based on the parties' April 29, 2026 Stipulation, the pleadings, and the record of the August 20, 2026 hearing before Commissioner Richards, the Court finds that the parties have reached full agreement on all issues of custody, parent-time, child support, alimony, and property division arising from the dissolution of their marriage, incorporating the four enforcement terms addressed at that hearing (a protected daily communication window for all four children, an active facilitation duty, a confirmed fifteen-day notice and joint-approval requirement for activity and purchase expenses, and mutual non-disparagement, each set out in the sections below).

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

## **SECTION 1: PARTIES AND JURISDICTION**

- 1.1** Petitioner Jason Keith Linderman ("Father") is an active-duty member of the United States Army, currently stationed at Camp Humphreys, Republic of Korea.
- 1.2** Respondent Krista Kay Linderman ("Mother") resides in Weber County, Utah.
- 1.3** The parties were married on September 22, 2017, in Lawton, Oklahoma.
- 1.4** The marriage has broken down irretrievably.
- 1.5** Jurisdiction is proper in Utah pursuant to Utah Code Ann. § 30-3-1 et seq. Mother has been a resident of Utah for not less than three (3) months prior to the filing of this action.
- 1.6** The minor children subject to this Order are now residing in Utah with Mother. The Court accepts jurisdiction for purposes of this proceeding.

## **SECTION 2: DISSOLUTION OF MARRIAGE**

- 2.1** The marriage between the parties is dissolved on the grounds of irreconcilable differences.
- 2.2** Each party is restored to the status of a single person and is free to remarry according to law.

## **SECTION 3: MINOR CHILDREN**

The parties have four (4) minor children born of this marriage:

Emeree Kay Linderman  
Zoe Kay Linderman  
Josie Kay Linderman  
Rubie Kay Linderman

## **SECTION 4: CUSTODY**

### ***4.1 Legal Custody***

The parties shall share JOINT LEGAL CUSTODY of the minor children. Both parents shall have equal rights and responsibilities regarding major decisions affecting the children's health, education, religious upbringing, and general welfare, including decisions about vehicles, school changes, relocation, medical procedures, mental health treatment, extracurricular activities, and name changes. Neither parent may make such decisions unilaterally without first making a good-faith effort to consult the other parent. In a genuine emergency affecting a child's health or safety, the parent with physical custody at the time may make immediate decisions and shall notify the other parent as soon as reasonably practicable.

### ***4.2 Physical Custody***

Mother shall have PRIMARY PHYSICAL CUSTODY of the minor children. Father shall have LIBERAL PARENT-TIME as set forth in Section 5. Primary physical custody with Mother is designated solely because of Father's active-duty military assignment overseas and reflects no finding regarding Father's fitness as a parent.

#### ***4.3 Religious Upbringing***

The parties agree the children shall be raised in the faith tradition of The Church of Jesus Christ of Latter-day Saints, consistent with the family's established religious practice. Neither party shall act to alienate the children from this tradition without mutual written agreement.

### **SECTION 5: PARENT-TIME SCHEDULE**

#### ***5.1 Summer Parent-Time***

Father shall have the children for the entire summer school break each year, not to exceed ten (10) weeks, once Father has established a residence in the United States suitable to house the children; the children shall not be placed in child care by either party during this time. Father shall give Mother at least sixty (60) days' written notice of the specific summer dates. Travel costs for the children to reach Father's location, or a mutually agreed location, shall be shared equally by both parties.

#### ***5.2 Holiday Parent-Time***

The parties shall alternate major holidays: Father has Christmas in odd-numbered years and Thanksgiving in even-numbered years; Mother has Christmas in even-numbered years and Thanksgiving in odd-numbered years. On Father's Day, Father shall have the children if geographically feasible, or Mother shall facilitate a virtual celebration. On each child's birthday, if Father is not present, Mother shall facilitate a video call of not less than one (1) hour. On Father's birthday, Mother shall facilitate a video call of not less than thirty (30) minutes.

#### ***5.3 Leave and R&R Parent-Time***

Father shall have the children during any period of approved military leave, Rest and Recuperation (R&R), or temporary duty in the continental United States, on reasonable advance notice to Mother. Mother shall make the children available for the full duration of Father's leave absent extraordinary circumstances.

#### ***5.4 School Break Parent-Time***

Father shall have the children during spring break in even-numbered years and winter break in odd-numbered years when geographically available. While Father is stationed overseas, these breaks shall instead be conducted through extended daily video communication as described in Section 6.

#### ***5.5 Right of First Refusal***

If Mother requires child care for any period exceeding forty-eight (48) hours and Father is reasonably available, Mother shall first offer Father the opportunity to care for the children before arranging third-party child care.

## **SECTION 6: PARENT-CHILD COMMUNICATION**

- 6.1** Mother shall facilitate and actively support a minimum of one (1) video call per day between Father and all four (4) children, at a mutually agreed time that accounts for the time-zone difference between Father's duty station and the children's location. If Mother is unavailable at the agreed time, she shall arrange the call for a later time the same day.
- 6.2** Each daily video call shall be not less than thirty (30) minutes. Neither party shall interrupt, monitor, or otherwise interfere with these communications.
- 6.3** Mother shall ensure age-appropriate devices and functioning internet connectivity are available for these calls.
- 6.4** A scheduled call missed, for reasons within Mother's control, on more than three (3) occasions in any thirty (30) day period constitutes a violation of this Order, and Father may seek enforcement through the Court.
- 6.5** Father shall have unrestricted access to contact the children by phone, text, or other electronic means at any reasonable hour. Mother shall not block, restrict, or discourage such contact.
- 6.6** Mother shall promptly notify Father of significant events in the children's lives, including medical emergencies, school issues, disciplinary matters, and significant achievements.

## **SECTION 7: MILITARY SERVICE PROVISIONS**

- 7.1** Deployment Custody Provision. If Father is deployed, assigned to a combat zone, or otherwise operationally unavailable for an extended period, the existing physical custody arrangement with Mother remains in effect. Father's parent-time is suspended during such periods and resumes automatically upon Father's return to his permanent duty station. Father's right to video communication with the children shall be maintained to the maximum extent operationally feasible, and Mother shall make every effort to facilitate it.
- 7.2** PCS Move Provision. If Father receives Permanent Change of Station orders to a location within the continental United States, Father may petition the Court for modification of the physical custody arrangement to reflect his increased geographic availability. Such a petition does not automatically modify this Order but triggers a good-faith review by both parties; relocation to CONUS is a material change in circumstances sufficient to support a custody modification review under Utah Code Ann. § 30-3-10.4.

- 7.3 Notification of PCS Orders. Father shall notify Mother within thirty (30) days of receiving PCS orders that would materially affect his geographic availability to the children.
- 7.4 The protections of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.) are incorporated by reference. Neither party shall act in contravention of Father's protections under that Act.

## **SECTION 8: RELOCATION RESTRICTIONS**

- 8.1 Mother shall not relocate the minor children outside the State of Utah without either (a) Father's prior written consent, or (b) a Court Order authorizing the relocation.
- 8.2 Mother shall give Father not less than sixty (60) days' advance written notice of any proposed relocation within Utah exceeding fifty (50) miles from her current residence.
- 8.3 Any proposed relocation outside Utah triggers a mandatory custody review hearing. Father's overseas military assignment is not consent to, or acquiescence in, any proposed relocation.
- 8.4 Violation of this Section is grounds for modification of custody in favor of Father.

## **SECTION 9: CHILD SUPPORT**

- 9.1 Father shall pay child support and alimony in the combined amount of \$3,000.00 per month for the support of the four (4) minor children.
- 9.2 Child support shall be paid on the first and fifteenth day of each month, via DFAS allotment or direct payment to Mother's designated account, split into two payments of \$1,500.00 each.
- 9.3 Child support continues for each child until the earliest of: (a) the child turns 18; (b) the child graduates high school; (c) the child is emancipated; or (d) the child's death.
- 9.4 Father's military allowances, including Basic Allowance for Housing (BAH) and Basic Allowance for Subsistence (BAS), shall not be included in the child support and alimony calculation.
- 9.5 Either party may petition the Court to modify child support upon a substantial and material change in circumstances, including a 10% or greater change in either party's income, a change in custody or parent-time, or a change in the children's needs.
- 9.6 Mother shall make reasonable efforts to obtain employment within six (6) months of entry of this Decree. Once Mother obtains employment, child support is subject to recalculation under the Utah Child Support Guidelines.
- 9.7 Extracurricular activities requiring funds outside of child support must be agreed to by both parties before the activity is purchased, sold, or financially supported; once approved, such costs are split equally. Each party shall give the other written notice of the proposed activity or expense at least fifteen (15) days before it is due, so the other party has a genuine

opportunity to review and approve it. If both parties do not unanimously approve before the purchase, the expense will not be paid by the non-approving party. Receipts shall be provided to both parties as proof of purchase.

- 9.8** The purchase of a vehicle, a religious mission, or any other high-value item or event shall likewise be approved by both parties before the purchase and split equally between them, on the same fifteen (15) day advance-notice and joint-approval basis described in Section 9.7. If both parties do not unanimously approve before the purchase, the expense will not be paid by the non-approving party.

## **SECTION 10: ALIMONY**

- 10.1** Father's alimony payments are combined with the child support amount set out in Section 9.1.
- 10.2** Alimony terminates automatically upon the earliest of: (a) Mother's remarriage; (b) Mother cohabiting with an unrelated adult male in a marriage-like relationship; (c) Father's retirement from active military service reducing his income below the threshold necessary to sustain this payment; or (d) the death of either party.
- 10.3** Alimony is subject to modification upon a substantial change in circumstances, including Mother's employment or increased earning capacity.

## **SECTION 11: PROPERTY AND DEBT DIVISION**

- 11.1** Military Retirement. Father's military retirement benefits accrued during the marriage shall be divided at a future date. The parties acknowledge Father has approximately nine (9) years of service, and the coverture fraction for the marital portion shall be calculated accordingly.
- 11.2** Thrift Savings Plan (TSP). The marital portion of Father's TSP account shall be divided in the future. A Retirement Benefits Court Order (RBCO) shall be prepared and submitted to the TSP Service Office.
- 11.3** Marital Debt. Each party is solely responsible for debt incurred in their own name after the date of separation. Each party shall hold the other harmless for debt independently incurred following separation. Any debt Mother incurs on joint accounts without Father's consent after separation is Mother's sole responsibility; Mother is specifically prohibited from unilaterally running up joint credit obligations, and violation entitles Father to seek reimbursement and damages.
- 11.4** SGLI and Life Insurance. Father shall designate the minor children as primary beneficiaries of his Servicemembers' Group Life Insurance (SGLI) policy and maintain that designation until the youngest child reaches the age of majority.

## **SECTION 12: MILITARY BENEFITS AND TRICARE**

- 12.1** The minor children remain enrolled in TRICARE as Father's dependents for as long as Father remains on active duty, or until they otherwise lose eligibility under applicable law.
- 12.2** Mother's eligibility for TRICARE coverage as a former spouse is determined by the duration of the marriage overlapping Father's military service (the 20/20/20 or 20/20/15 rule), as applicable. Mother shall be notified of her TRICARE status and shall take necessary steps to obtain alternative coverage if ineligible.
- 12.3** Mother's military dependent ID card shall be returned to the appropriate military authority upon entry of this Decree; Mother shall be given thirty (30) days to transition to alternative identification.

### **SECTION 13: NON-DISPARAGEMENT AND CO-PARENTING**

- 13.1** Neither party shall make disparaging, negative, or derogatory remarks about the other party in the presence of, or within hearing of, the minor children. This obligation applies equally and mutually to both Father and Mother.
- 13.2** Neither party shall attempt to alienate the children from the other parent. Parental alienation is a material change in circumstances sufficient to support modification of this custody Order.
- 13.3** Both parties shall encourage and support the children's relationship with the other parent. Mother shall actively facilitate Father's involvement in the children's lives, including timely provision of school records, medical records, extracurricular schedules, and significant life events.
- 13.4** Neither party shall make false statements about the other party's mental health, parental fitness, or character to the children, to third parties, or in any public forum.
- 13.5** Both parties shall refrain from involving the children in adult disputes or using them as messengers, informants, or emotional support regarding the divorce or co-parenting conflicts.

### **SECTION 14: PASSPORT AND INTERNATIONAL TRAVEL**

- 14.1** Neither party shall remove the minor children from the United States without the other party's prior written consent or a Court Order authorizing the travel, except as expressly provided herein.
- 14.2** Father may travel with the children to the Republic of Korea or another location during his designated parent-time, with at least thirty (30) days' advance written notice to Mother.
- 14.3** The children's passports shall be held by Mother and made available to the traveling parent no less than two (2) weeks before any international travel.

**14.4** This Order is consistent with the Hague Convention on the Civil Aspects of International Child Abduction. Removal of the children in violation of this Order may constitute international parental abduction subject to proceedings under the Convention.

## **SECTION 15: DISPUTE RESOLUTION**

**15.1** In the event of a dispute over the interpretation or enforcement of this Order, the parties shall first attempt to resolve it through direct, good-faith communication.

**15.2** If the parties cannot resolve a dispute within fourteen (14) days, they shall participate in mediation before either files a motion with the Court, except in matters involving the children's safety or requiring emergency relief.

**15.3** Father's military status and overseas assignment shall be accommodated in all dispute resolution proceedings. Telephonic, video, or other electronic participation shall be accepted in lieu of Father's physical appearance in all non-emergency proceedings.

## **SECTION 16: GENERAL PROVISIONS**

**16.1** This Order is governed by the laws of the State of Utah.

**16.2** This Order may not be modified except by written order of a court of competent jurisdiction.

**16.3** If any provision of this Order is found unenforceable, the remaining provisions remain in full force and effect.

**16.4** Both parties shall execute any additional documents reasonably necessary to carry out the terms of this Order.

**16.5** Both parties acknowledge they have read and understand this Order and enter into it voluntarily and without coercion.

## APPROVAL AND SIGNATURES

The parties, having read and understood the foregoing Decree in its entirety, approve it as to form and content and stipulate that it be entered as the Decree of Divorce, Custody Order, and Parenting Plan in this matter.

  
\_\_\_\_\_  
**Jason Keith Linderman, Petitioner**  
Date: 08/25/26

Krista Linderman  
\_\_\_\_\_  
**Krista Kay Linderman, Respondent**  
Date: 8/24/2026

## ORDER

Based on the foregoing, IT IS SO ORDERED.

   
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**The Honorable [Judge Hansen / Commissioner Richards]**  
Date: 08/27/26