The Order of the Court is stated below:
Dated: November 04, 2026 11:00:13 AM **/s/** CATHERINE CONKLIN
District Court Judge

JASON SANT #9145
1JOLLEY & JOLLEY, PLC
37 West 9000 South
Sandy, UT 84070
jason@jolleyandjolley.com
Attorney for Petitioner
Fax: (801) 495-1444
Telephone: (801) 495-1442

IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY - STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: **MATTHEW KIMBALL,** **Petitioner** **And** **KAYLA KIMBALL** **Respondent.**	**DECREE OF DIVORCE** **Case No.: 254901057** **Judge: Catherine Conklin** **Commissioner: Brandon Richards**

This matter comes before the court for a final entry of a Decree of Divorce. The Court having reviewed the Stipulation of the parties and other Pleadings in this matter and being fully advised on the premises, now makes its Decree of Divorce and orders as follows:

JURISDICTION AND GROUNDS

1. Matthew is a resident of Weber County, State of Utah, and has been for three months immediately prior to filing this action.

2. During the marital relationship the parties resided in the State of Utah and this court has jurisdiction over Kayla pursuant to Utah Code §81-4-405.

3. The parties were married in 2017 and are presently married.

4. Entry of Decree. This Decree of Divorce is entered dissolving the marriage of the parties based on irreconcilable differences. The Decree is final upon signing by this Court.

5. Dismissal of P.O. The parties agree that the P.O. issued in case number 254900987 shall be dismissed upon entry of the Decree containing the provisions of the Mutual Restraining Order set forth in Paragraph 39.

6. The parties have three minor children born as issue of their marriage, to wit:

a. GK born February 2017;

b. AK born August 2019; and

c. KK born November 2020.

7. Home State. Utah was the current home state of said minor children pursuant to Utah Code Ann. §78B-13-201(1)(a).

8. Relocation. The parties agreed that Mother may relocate with the children to Lander, Wyoming. Mother has relocated to Lander, Wyoming with the children.

9. Physical Custody. Mother has moved to Lander, Wyoming and is granted sole physical custody of the children.

PARENTING PLAN

10. Legal Custody. The parties are granted joint legal custody of the children.

Decision Making

11. It is in the children's best interests that the Court award joint legal custody to the parties. If the Parties are unable to agree on a matter, they shall seek input

from professionals. If they are still unable to resolve the matter, either party may seek relief through mediation or the court.

12. Minor Decisions. Day-to-day decisions regarding the care, control, and discipline of the child shall be made by the parent with whom the child is residing at the time.

13. Emergency Decisions. Either parent may make emergency decisions regarding health and safety of the child. Day-to-day decisions regarding the care, control and discipline of the children will be made by the parent with whom the child is residing at the time.

Parent Time

14. It is in the best interest of the children that the Court awards sole physical custody to Mother.

15. Father shall have parent time in accordance with Utah Code §81-9-209. Father's parent time shall consist of one weekend a month during the school year. Father may choose the weekend each month. Father shall provide Mother with at least 90 days' notice of the weekend he intends to choose.

16. Weekend parent time shall be Friday starting between 5:30 pm and 6 pm and going to Sunday ending between 5:00 pm and 5:30 pm when the exchange will occur. If parent- time falls on a holiday weekend or school break Father may choose that weekend for his monthly weekend and shall have the extra day with the same return times above.

17. Exchanges and Transportation. All exchanges shall take place at Little

America, Wyoming at the specified times. The parties may reasonably adjust the exchange times by written agreement in the Our Family Wizard Parenting Application. Both parties and anyone transporting the children will utilize proper child restraint systems as required by law.

18. If either parent is past the 30-minute exchange window and has not given reasonable notice of the delay and a reasonable anticipated arrival time, the waiting parent may leave and the parent who fails to arrive on time or provide reasonable notice is in violation of the agreement.

19. Hazardous Travel Conditions. If an exchange cannot safely occur because of an official road closure, government travel restriction or objectively hazardous conditions affecting the route of travel to the exchange location at Little America will not be a violation of this agreement. The affected party should provide prompt notice and documentation when it is reasonably available, and the parties should confer regarding a reasonable alternative or make up time.

20. Holiday Parent Time for the remainder of 2026. The parties agree to the following holiday parent time for the remainder of 2026:

a. Halloween - the exchange will occur at Little America, Wyoming between 5:30 and 6:00 pm on October 30. Father shall return the children to the same exchange location on November 1 between 5:00 and 5:30 pm.

b. Christmas Break - the exchange will occur at Little America, Wyoming between 5:30 and 6:00 pm on December 18. Father shall return the children to the same exchange location on December 28 between 5:00 and 5:30 pm.

21. Holiday Parent Time. Holiday parent time shall be as the parties agree, if

the parties cannot agree then the parties will follow the holiday parent time schedule below beginning 2027.

a. In even years: Father shall have parent time for all of the children's fall break or Labor Day weekend if there is no fall break. Father shall also have parent time for the first half of winter break.

b. In odd years: Father shall have parent time for all of the children's spring break or president's day if there is no spring break. Father shall also have the children's Thanksgiving break and the second half of winter break.

22. Should a conflict occur between Father's monthly parent time and the holiday parent time the holiday parent time shall be followed.

23. Summer Parent Time. Summer parent time shall be as the parties agree, if the parties cannot agree then the parties will follow the summer parent time below.

a. In odd years Father shall have parent time for the second half of the children's summer break.

b. In even years Father shall have parent time for the first half of the children's summer break.

c. Summer break shall be divided equally between the parties. Summer break begins on the last day of school and ends the Sunday before school starts in accordance with the exchange times above. Any holidays that fall during summer break are included in the parent who has the children during their half of the summer break.

Virtual Parent-Time

24. The parties agree that Father shall be permitted to have reasonable and uncensored communication with the children three times per week. The calls will take place on Tuesdays, Thursdays and Sundays at 7 pm mountain time. Father will initiate the calls, and Mother will cooperate and help facilitate the calls by having the children available on the specified days at 7 pm. If a school function or unavoidable commitment prevents a scheduled call, the children should be permitted to speak with Father the following evening. The calls will be both audio and video as the parties agree and occur via Our Family Wizard application.

Information Sharing

25. Information Sharing. 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. 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. Both parents shall also provide their contact information to all third parties who are important in the children's lives, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

26. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools

for each parent to receive a copy of the children's report cards, school calendars, etc.

27. Both parents shall engage in civil communication and communicate in writing via Our Family Wizard to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.

28. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent, their extended family, including significant others, stepchildren, etc. while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.

29. 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.

30. Corporal Punishment: The parties shall refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

Right of First Refusal

31. Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. As such each parent is awarded the right of first refusal such that if one parent cannot be present with the children during their respective parent time of eight (8) hours or more, including overnight, then that parent must offer that time to the other parent prior to seeking surrogate care from

family members or other third parties. Taking into account the distance between the parties if the other parent is reasonably available without disrupting school or requiring and additional long-distance exchange then the right of first refusal shall apply.

Extended Overnight Trips

32. Both parties shall notify the other whenever the children travel on any overnight trip. The traveling party shall provide an itinerary of travel dates; destinations (city & state); and a way the children or traveling parent can be reached. The traveling party shall get the other's permission should this trip interfere with the parent-time schedule.

School Functions and Social Activities

33. Both parties shall be entitled to participate in all extracurricular and school functions the children attend.

Parent-Time Respect

34. 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 to ensure future compliance.

35. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much

advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment but not unreasonably refuse.

36. 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.

37. The parties shall notify the other when the children are ill. Prior to the exchange of the child who is ill, the parties shall discuss regular parent-time and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected. A parent shall not use the child's illness to frustrate parent-time. If travel is not recommended by medical personnel then the parties will reasonably reschedule parent time.

38. 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 manner: The requesting parent shall 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. 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. Both parties will continue

to support the children in any activity or event previously agreed upon.

39. Restraining Order.

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the children or speaking to the child about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have the affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing custody or parent time in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children or from questioning, interrogating, or otherwise "pumping" the children. Neither party shall request or encourage the children to hold back information from the other party which should otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, stalking, spying on, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Unless otherwise agreed by the parties in writing, both parties shall be

mutually restrained from going to the residence or workplace of the other party.

f. Neither party shall use the other party's likeness, picture, name, or identification to denigrate or criticize the other party on any social media platform. If such denigration or criticism has already occurred, the party placing such items on social media shall remove such postings immediately

g. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

Adjustments or Modifications

40. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, and filed with the Court within sixty (60) days of ratification of the stipulation. Temporary or minor changes can be made whenever the parties agree.

Failure to Comply

41. If a parent fails to comply with any of the provisions under this Parent-Time Section, the other parent's obligations under said section are not affected. Intentional denial of parent-time may be grounds to change custody at any court proceeding.

End of Parenting Plan

FINANCIAL ITEMS AND ASSET DISTRIBUTION

42. Child Support. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq*. Mother's gross monthly imputed income is $3734 per month. Father's gross monthly imputed income is $3939 per month. The support has been calculated according to the Sole Physical Custody Worksheet attached hereto. The Father's child support obligation should be $838 per month. Child support commences on October 1, 2026.

43. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

44. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

45. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208.

46. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

47. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other

parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

48. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. 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 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 children.

49. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

50. The parent shall notify the other parent, or the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

51. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

52. Dependency Exemption/tax credit. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. The parties will alternate the dependency exemption/tax credit for the minor children. Father will be entitled to claim two of the minor children as dependency exemptions/tax credits for tax year 2026, and Mother will claim one minor child as a dependency exemption/tax credit for the 2026.

b. Thereafter the parties will alternate tax years with Mother claiming the two children and Father claiming one child in odd tax years. Father claims two children and Mother one child in even tax years.

c. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

53. Childcare Expenses. The parties shall keep the other informed of the name and contact information for any third party providing work-related care for the child during their parent-time.

54. Either parent may seek childcare through family. Childcare through family is at no cost. Further if Mother obtains subsidized or free childcare through the State then there shall be no reimbursement.

55. Pursuant to Utah Code §81-6-209, both parties shall share equally the reasonable work-related childcare expenses incurred by either parent.

56. The parent who incurs childcare expenses shall provide written

verification of the cost and identity of the 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 expense if the parent incurring the expenses fails to comply with these provisions.

57. 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.

58. Real Property. The parties agree that Father shall be given possession of the home located at 2804 W 4925 S, Roy, Utah 84067 (the "Property"). Father shall remain solely responsible for all payments and property related expenses until closing. Father shall have the home listed for sale by a licensed real estate agent within 30 days of this Agreement being fully executed by the parties. Mother shall be completely released from the mortgage, second mortgage and any related liabilities at closing. Mother will cooperate to get the necessary documents completed to facilitate the sale of the home. The parties will not assume any new obligations or liabilities associated with the home. Father will receive all proceeds from the sale of the home. Mother vacated the home on September 18, 2026.

59. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. The property should be divided as it is

currently divided.

60. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Father's name	Father
Mother's name	Mother

a. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

b. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

61. Bank Accounts. All financial accounts have been divided equitably between the parties.

62. Retirement Accounts. Both Father and Mother shall maintain their own

retirement account(s).

63. Name: Mother will have the option of restoring her name if she so desires.

64. Alimony. Given the considerations herein, neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

65. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

66. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full

or in part by either party, separately or by the parties jointly.

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

68. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

[SEE TOP OF FIRST PAGE FOR COURT ENDOREMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Mohammad Khan
Mohammad Khan
Attorney for Kayla Kimball
Electronically signed by Jason Sant with email permission

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

KAYLA KIMBALL: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Matthew Kimball's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Mohammad Khan
Attorney for Kayla Kimball
/s/Jason Sant