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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 North Freedom Blvd, Provo, UT 84601

In the Matter of the Marriage of:

LAINY PATRICIA LEE

Petitioner,

and

JARED TIMOTHY LEE

Respondent.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Civil No. 254402218
Judge Christine Johnson
Commissioner Marian Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed by the parties on January 23, 2026, and previously filed. The Court having reviewed the Stipulation of the parties and the pleadings in this matter and being fully advised in the premises, now makes its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

1. **Jurisdiction.** The parties are bona fide residents of Utah County, State of Utah, and had been for three months immediately prior to the filing of this action.

2. **Marriage.** The parties were married on January 7, 2017 in Provo, Utah and separated on or about February of 2025.
3. **Grounds.** During the course of the marriage, the parties experienced irreconcilable differences which made the continuation of the marriage impossible.
4. **Children.** The following are minor children of the parties:
 - a. G.F.L. born August 2017
 - b. K.N.L. born May 2019
 - c. A.J.L. born January 2021
 - d. J.C.L. born May 2023
5. **Home State.** Utah is the home state of said minor children pursuant to Utah Code §81-11-201.

PARENT TIME

6. **Step Up Plan.** The parties agree to the following step up plan:
7. STEP 1: Minimum Standard Parent Time
 - a. Jared will exercise minimum standard parent time until the following conditions have been met:
 - i. Jared moves within a 30 miles radius of the Spanish Oaks Elementary School, where the children currently attend school. Jared currently resides within this radius.
 - ii. Jared provides proof of a lease of a home or purchase of a home that has a separate bedroom for the children (one bedroom for all four children is acceptable) and four separate beds, one for each child. A bunk bed that sleeps more than one child is acceptable so long as each child has their own mattress.

1. If Jared leases space in one of his mother's houses, this shall *not* count as an acceptable housing situation for satisfying this requirement, even if it meets the bed and bedroom requirements.
- iii. Jared exercises at least 80% of the standard minimum parent time awarded to him in Step 1 for a period of at least 3 months.
 1. Midweek visits: Jared should provide 48 hours' notice if he does not intend to exercise a mid-week visit, or if he plans to exercise less than 2 hours of time during that visit. If he provides notice, then the missed mid-week visit (or visit shorter than 2 hours) does not count against his 80%. If he does not provide notice, then the missed mid-week visit (or visit shorter than 2 hours) does count against his 80%.
 2. Jared's midweek visits should be on Tuesdays.

8. STEP 2: 60-40 Parent Time

- a. Jared will exercise parent time on a 40% basis, consistent with Utah Code 81-9-303 until the following conditions have been met:
 - i. Jared exercises at least 80% of the custody awarded to him in Step 2 for a period of at least 4 months.
 - ii. Jared's pick ups and drop offs must be done on time at least 80% of the time. Dropping the children off early at day care so that Jared can go to work should not count against his 80%.

- iii. If he's dropping children off early at day care so he can go to work, this should not be counted against his 80% completion rate. However, dropping off early at Lainey's home should be counted against his 80% completion rate.
- iv. If at any time either Jared does not have separate beds for the children OR a separate bedroom for the children, he should go back down to minimum parent time. Thereafter, he should not go back to 60-40 until he has provided proof of lease or purchase that has adequate beds and bedrooms, as defined herein.

9. STEP 3: 50-50 Parent Time

- a. When all of the above requirements are satisfied, the parties should share custody on a 50-50 basis following a "2-2-5" schedule, with Jared having Mondays and Tuesdays and Lainey having Wednesdays and Thursdays, and the parties alternating weekends.

10. Transportation. The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing. Exchanges should be curbside.

11. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable

duration. The children shall be able to contact the parents at any reasonable time. The parties should only call the children one time per day. The call should occur between 7:00 p.m. and 8:30 p.m. and should last for around 15 minutes or until the children express that they're done, whichever comes earlier. The parties should text one another first to provide a "heads up" that they will be calling. The parties should decide together when it is appropriate to buy their children's devices, and what type of device.

12. Summertime. For extended parent time in the summers, during Step 1 (above), the parties should follow Utah Code 81-9-302. During Step 2, the parties should follow Utah Code 81-9-303. During Step 3, the parties should follow Utah Code 81-9-305.

13. Holidays. For holidays, the parties should follow Utah Code 81-9-303. Mother should follow the "custodial" schedule for the holiday rotation.

14. Special Events. Special consideration shall be given by each parent 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 visitation schedule.

15. Relocation. Both parties understand that to maintain a joint physical custody arrangement they need to live close to the children's schools and community. As such, both parties shall reside close to the schools for the children. If a party relocates more than 30 miles (straight line, not driving miles) from the children's school, they understand that this may constitute a material change in circumstances that may result in a change in parent-time or custody.

16. Legal Custody. The parties shall have joint legal custody.

PARENTING PLAN

17. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

18. Day to Day Decisions. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

19. Major Decisions. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If they still cannot agree, Lainey should have presumptive decision-making authority, subject to Jared's right to bring the matter before the Courts for review. When the parties transition to 50-50 custody, Lainey should no longer have presumptive decision-making authority.

a. Religion. The parties agree that the children may be baptized into the LDS Church and the male children may receive the Priesthood. However, the children should not be sealed to any new spouses without the express, written permission of the other party.

b. School. Mother should be the "residential parent" for purposes of the children's school boundaries as long as she lives within 30 miles of Spanish Oaks Elementary School.

20. Children's Therapy. The parties recognize that the children have been seeing therapist Jennifer Barnard at Sandstone Psychology in Salem. The parties agree that the children should continue to see this therapist until either a) the therapist informs the parties that the children no longer need therapy, or b) the parties mutually agree to terminate therapy services. If for any reason this therapist is not able to continue providing services to the children, the parties should agree on a new therapist using the decision making process described above.

21. Medical Providers. The children should continue to see their current medical and dental providers unless or until they mutually agree on different providers. The parties should work together to agree on any new providers and should strive to find providers covered by their insurance.

22. Kids' Items & Hygiene. Each party should provide the children with adequate clothing and hygienic supplies during their parent time. Lainey will provide adequate outfits for the minimum parent time. This should be a one-time event. While the children are under age 10, the parties should direct the children on how to brush their teeth every night.

23. Notification of Children's Events. Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, church events, and activity

information concerning their children with each other on a frequent basis. Both parties will be able to attend and participate fully.

24. Shared Calendar. The parties should use a shared calendar to track all of the children's events, including extracurricular activities, school meetings, medical appointments, etc.

25. Travel. When the children travel with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

26. Alcohol & Drugs. Neither party should drink alcohol or consume substances to the point of intoxication immediately before or during parent time.

27. Weapons. Any weapons, firearms, and ammunition should be stowed in a locked safe during parent time, unless the parties are participating in hunting or shooting at a range. *Note: While Protective Order Case Number 254400578 is in place, Jared is prohibited by law from possessing firearms.*

28. Communication. The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

29. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children 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.

30. Third Party Responsibility. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

31. Overnight Guests. The parties agree that neither should have romantic partners overnight during their parent time until they have been in a committed relationship with that person for at least 3 consistent months. The parties acknowledge that Jared is in a committed relationship with Seema "Cici" Bindraban and has been for at least three months.

32. Sharing Bedrooms and Beds. Neither party should allow any third-party adults to share a bed or bedroom with any of the children during their parent time. They should not allow any third-party children to share beds with their children.

- a. During travel, third-party adults may sleep in the same room with the children so long as they do not share a bed with any children. However, this should still be subject to the Overnight Guests provision, above.

33. Sleepovers. The parties should not allow the children to have sleepovers with non-family members unless they specifically agree in writing.

34. Explicit Content. Neither party will expose the children to sexually explicit materials during their parent time.

CHILD SUPPORT AND EXPENSES

35. Child Support. Child Support shall be calculated as according to Utah Code §81-6-107. Lainey's gross monthly imputed income is \$5,045. Jared's gross monthly income is \$3,813. Jared pays \$273 in child support for another child outside of this relationship.

a. While Jared is exercising minimum standard parent time (consistent with Step 1 of the Step Up Plan), he should pay Lainey \$771 per the Sole Physical Custody Worksheet.

b. While Jared is exercising 145 overnights and Lainey 220 overnights per Utah Code 81-9-303 (consistent with Step 2 of the Step Up Plan), Jared should pay Lainey \$434 per the Joint Physical Custody Worksheet.

c. While the parties are exercising 50-50 custody, with Lainey having 182 overnights and Jared having 183 overnights, (consistent with Step 3 of the Step Up Plan), Lainey should pay Jared \$182 per the Joint Physical Custody Worksheet.

36. Payments and Arrears. Payments shall begin February 1, 2026 and shall be due in equal halves on the first and 15th of each month. The parties agree that any claim for child support arrears leading up to the signing of the Stipulation is resolved by the terms of the Stipulation. Payments should be made via direct deposit to an account specified by the payee. Whichever party is owed child support may open a case with ORS.

37. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

38. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

39. 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 Utah Code. §81-6-208. Lainey currently provides said insurance.

- a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. 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.
- c. 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.
- d. 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 of both parents, then each parent will cover the cost of their own plan.
- e. 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. Mother should be considered primary and Father secondary for these purposes.

40. Division of Accounts. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

41. Childcare Expenses. The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement shall be made within 30 days of the receipt. If there is any money owed to a Lollipops Early Learning Center in Mapleton, Utah, Lainey will provide the amount owing to Jared prior to the closing of the home sale.

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

- a. While there are four qualifying children, Father will claim the older two and Mother will claim the younger two.
- b. While there are three qualifying children, Father will claim the older two children for odd-numbered tax years and Mother will claim the youngest. For even-numbered tax years, Mother will claim the older two and Father will claim the youngest.
- c. While there are two qualifying children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

d. While there is one qualifying child, Father will claim for odd-numbered tax years and Mother will claim for even-numbered tax years.

e. The party who owes child support for a given year should be current on all child-related financial obligations by December 31 of the tax year in question in order to be eligible to claim.

f. If a party will not receive any benefit from claiming the child(ren) in a given year then the other party should be entitled to claim them instead.

43. 2024 Taxes. The parties have two tax refund checks in the amounts of \$2,168 and \$2,879 that have not been cashed. Both parties should sign the checks at America First Credit Union in Spanish Fork. The checks will be available for Jared to sign beginning Monday, January 26, 2026. Jared should sign them no later than Friday, January 30, 2026. The full balances should be awarded to Lainey.

44. 2025 Taxes. The parties will file married, filing jointly for tax year 2025 using Legacy Accounting in South Jordan, Utah. The parties will equally share the cost of preparation. The refund should be issued to Lainey in its entirety. Upon receipt, Lainey will check to see if any funds were garnished to pay Jared's child support arrears for his child from a prior relationship. If anything was garnished, Lainey will give Jared his half of the refund minus the garnished amount. If the garnished amount exceeds Jared's portion and the IRS garnishes any amount of Lainey's portion, then Jared should reimburse Lainey for the garnished amount within 60 days of the parties receiving the refund.

- a. To achieve the above, the parties should submit all necessary tax documents to their accountant by February 15, 2026. If Jared misses this deadline, Lainey can file individually.
- b. Additionally, Lainey should have the right to file an injured spouse claim if so advised by her accountant.

45. Alimony. Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

PROPERTY AND ASSETS

46. Marital Home. During the course of the marriage, the parties acquired a home and real property located at 2710 East Canyon Road, Spanish Fork, UT 84660.

- a. The Marital Home should be listed for sale as soon as reasonably practicable, but no later than March 1, 2026, and the parties agree to list with realtor Jordan Lee. Within 3 days of the effective date of the Stipulation, the parties agree to sign a listing agreement with Jordan Lee so long as the total brokerage fee does not exceed 5% and the listing agreement is standard for Utah County.
- b. Within 7 days of the effective date of the Stipulation, the parties/their representative will meet together with the realtor at the Marital Home to discuss what repairs, cleaning and staging must be done to list the home. If, upon the recommendation of the realtor, a repair or improvement must be made, the parties shall make such repair and share equally the cost of it from the proceeds of the sale.

- c. The parties will instruct the realtor to share all offers and recommendations with them contemporaneously. Unless the parties agree otherwise in writing, they will follow the realtor's recommendations with respect to a listing price, and whether to accept or reject offers.
- d. Lainey will remain in the Marital Home until it sells. She will maintain the home in good showable condition and cooperate with the realtor to host showings and open houses.
- e. Lainey will be responsible for making the mortgage payment, including all applicable principal, interest, taxes and insurance, until the Marital Home is sold. Lainey will continue to be solely responsible for paying the utilities for the home.
- f. When the Marital Home is sold, the proceeds shall be applied as follows:
 - i. First, to pay any sales commissions and closing costs due from the parties;
 - ii. Second, to reimburse Jordan Lee for mutually-agreed repairs or inspection correction items, and other mutually-agreed pre-sale expenses;
 - iii. Third, to pay off any mortgage or other loans outstanding against the Marital Home;
 - iv. Fourth, to pay \$12,094.83, as well as any interest accumulated between now and the closing date, up to \$1,000, toward the Discover Card in Jared's name, ending in 3280
 - v. Fifth, to pay off any money owed to Lollipops Early Learning Center in Mapleton, Utah

vi. Last, any remaining proceeds shall be equally divided between and paid to Lainey and Jared.

vii. Jared acknowledges that he owes Lainey's mother, Lisa Ruud, \$1,837.50 for paying Jared's mediation fees. Jared agrees that this amount will be deducted from his one-half interest in the net equity of the home, and a check in that amount will be issued to Lisa Ruud as part of closing.

47. Vehicles. The parties' vehicles will be divided as follows:

- a. Jared will be awarded the 2012 GMC Sierra, which is paid off.
- b. Lainey will be awarded the 2015 Ford Explorer, which is paid off.
- c. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles.

48. Business Interests & Account. During the marriage the parties formed a corporation, GKLee Enterprises, S-Corp. The business has been administratively dissolved and is inactive. There is a Wells Fargo account connected to the business account that is still open. Jared is the account owner and should close the account within 10 days of the signing of the Stipulation.

49. Retirement Accounts. The parties will each keep the retirement accounts in their own names, if any. Neither shall have any claim to the other's accounts, either now or in the future.

50. Cash & Savings Accounts. The parties have no shared marital accounts. Each party should keep whatever accounts are in their own names, and monies therein.

51. Debts. Lainey should be solely responsible for her student loan debts. Each party shall be solely responsible for any debts they accrued after February 24, 2025, and any new debts they accrue following the signing of the Stipulation. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

52. Personal Property. All other personal property will be divided as the parties agree. At a minimum, Jared should be awarded one of the two bunk beds and any of his clothes, tools, and personal items that are in the house. The bunk bed should be transferred to Jared upon the selling of the marital home. At a minimum, Lainey should be awarded the other bunk bed, master bed, the couches, and her own clothes and personal items, all of which are currently in her possession.

a. The parties will contract with mediator Rob Jepson for up to two hours to attempt to resolve the issue of sharing digital photos and videos of Jared and the children. The parties' intent is to limit the sharing to photos and videos of only Jared, Jared and the Children, the Children alone, or Jared, Lainey, and the children all together. The scope of photos should exclude photos and videos of Lainey alone, Lainey alone with the children, or Lainey and Jared alone, with the exception of wedding photos. If the parties cannot resolve the issue with the help of a mediator, they reserve it for Court. The parties will equally share the cost of the mediator.

53. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

54. Maiden Name. Lainey should have the option of restoring her name to Lainey Patricia Ruud, should she so desire. The parties agree that Orders should be entered to that effect if she desires.

55. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

56. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights. The parties acknowledge that their attorneys do not provide tax advice.

57. 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 the 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.

58. Attorney's Fees and Costs. Each party should be ordered to assume his or her own legal fees incurred in this action.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/Dale Ellsworth* via email authorization on 03/26/2026

DALE ELLSWORTH

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing Findings of Fact and Conclusions of Law was served upon the following on March 26, 2026

Dale E. Ellsworth, Jr
e-filer

X	e-Filing (UCJA Rule 4-503)
—	U.S. Regular Mail
—	Facsimile Transmission
—	E-Mail

/s/CM
