



DANIEL W. MCKAY (USB #8898)  
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Petitioner *Pro Se*

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**IN THE FOURTH DISTRICT COURT IN AND FOR  
UTAH COUNTY, STATE OF UTAH**

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*IN THE MATTER OF THE MARRIAGE  
OF:*

DANIEL WAYNE MCKAY,

Petitioner,

and

KRISTINE MCKAY,

Respondent.

**DECREE OF DIVORCE**

Case No.: 264401264

Judge: Denise M. Porter

Commissioner: Marla Snow

This matter comes before the Court by way of Petitioner Daniel Wayne McKay's ("Petitioner" or "Dan") Verified Petition for Divorce and the parties Stipulation for Settlement and Entry of Decree of Divorce ("Stipulation"). The Court, having reviewed the Verified Petition for Divorce and the parties' Stipulation, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

**DECREE**

### **JURISDICTION AND GROUNDS**

1. Petitioner was a resident of Salt Lake County, State of Utah, three (3) months prior to the filing of this action.
2. Respondent Kristine McKay (“Kristine” or “Respondent”) is a current resident of Utah County, State of Utah.
3. The parties were married on September 3, 1993, in Bingham County, state of Idaho, and are now and have been since that time, husband and wife.
4. A divorce shall be granted to the parties, inasmuch as the parties have experienced irreconcilable differences that render continuation of the marriage impossible.
5. The parties separated on or about May 29, 2015.

### **FEDERAL AND STATE INCOME TAXES**

6. All individual and business income tax returns have been filed and taxes paid through the 2023 taxable year. The parties have (or will) file(d) an extension with respect to the tax filings for taxable year 2024 and shall cooperate in good faith in reviewing and approving any necessary forms to accomplish the tax filing. The parties shall cooperate in attempting to minimize any liability and/or maximize any refund in association with tax code. In consideration for the global settlement addressed herein, Petitioner shall bear sole responsibility for any tax liability and/or receive any tax refund associated with the state and federal income tax filings for Daniel W. and Kristine McKay, and/or DWM, PLLC through the 2024 tax filing year.
7. In consideration for the global settlement addressed herein, that all prior income tax filings from 2015 through 2023, individual and/or business, including but not limited to Daniel

W. and Kristine McKay, My Craft Channel, LLC, and/or DWM, PLLC, for any prior taxable year during the marriage, have been filed and any associated liability has been paid, or will be assumed and become the separate responsibility of Petitioner, with Petitioner agreeing to indemnify and hold harmless Respondent from any such obligation.

### **ALIMONY**

**8.** Based upon the parties' respective financial needs, ability to provide support, ability to pay, and other relevant statutory factors, neither party is in need of nor entitled to an award of alimony, past, present, or future.

### **REAL PROPERTY**

**9.** During this marriage, the parties acquired a home and real property located at 385 West River Side Lane, Spanish Fork, Utah, 84660. Petitioner shall be awarded sole possession and ownership of the home and real property, subject to making all mortgages, taxes, maintenance, and insurance payments. In consideration for the global settlement addressed herein, the first mortgage, second mortgage, HELOC, or any other equivalent, loan, lien, or line of credit, shall become the sole and separate obligation of Petitioner, with Petitioner agreeing to indemnify and hold harmless Respondent from any such obligation(s).

**10.** Petitioner shall make best efforts and take all reasonable and necessary steps to remove Respondent's name from any mortgage, second mortgage, HELOC, or any other equivalent, loan, lien, or line of credit associated with the referenced real property, and provide proof of removal of Respondent's name and credit from any such obligations(s).

**11.** In the event that Petitioner is unable to remove Respondent's name from the referenced loan(s), then the property shall be immediately listed for sale with a mutually-agreeable real estate

agent at a mutually-agreeable listing price. In the event that the parties cannot agree on a listing price, they shall defer to the best judgment of the real estate agent.

### **PERSONAL PROPERTY**

**12.** During the course of this marriage, the parties acquired certain items of personal property, vehicles, belongings, and household furnishings, and both parties shall be entitled to receive one-half (1/2) of all the items of personal property acquired by the parties prior to June 2015. The parties shall equitably divide any such items of personal property between them. Dan and Kristine shall coordinate such that Kristine may go through the home to refresh recollection as to those marital items that remain in the home. Kristine shall be awarded the piece dining room and table set when she has room to receive it. In the event Dan and Kristine are unable to agree on how to divide any items, either party may motion the court to seek an order of division of said property.

**13.** Each party shall be awarded ownership of the vehicles they have in their possession, subject to any loans, liens, insurance, maintenance, and fees. At the time of separation, Petitioner was operating a 2012 Audi A8, and Respondent was operating a 2008 Cadillac Escalade. In order to account for any difference in valuation, the parties have agreed to a global resolution as set forth herein.

**14.** Any and all vehicles being operated primarily by the parties' adult children, shall be awarded to each respective child. Each party shall cooperate in executing whatever forms or documents are necessary to effectuate any needed transfer of title and ownership to their children.

**15.** The parties' Time share purchased prior to 2015 has been forfeited due to non-payment of

annual dues and fees. There is not believed and the parties are unaware of any remaining associated liabilities (or benefits) with this time share, but to the extent that any such obligations (or benefits) are later discovered, such shall be equally shared between the parties.

**16.** All separate property and assets acquired by either party prior to the marriage, or during the marriage by inheritance, gift, bequeath, or devise, shall remain the separate property of that party.

**17.** All property or assets acquired by either party after the date of separation in 2015, shall be the exclusive possession of that party as well as any personal effects, belongings, or items.

#### **DEBTS AND OBLIGATIONS**

**18.** During the course of the parties' marriage, the parties incurred certain joint debts and obligations. In consideration for the global settlement set forth herein, all joint debts and obligations for all jointly-held credit cards, loans, or obligations, have previously been satisfied by Petitioner, with Petitioner agreeing to indemnify and hold harmless Respondent from any such joint obligation(s).

**19.** Each party shall be responsible for any separate debts and obligations that have been incurred in his or her name since the date of the parties' separation in 2015. Each party shall indemnify and hold the other free and harmless from the debts or portions of debts for which he or she is liable.

**20.** Each party shall be responsible for their own health insurance costs, medical expenses, and vehicle insurance costs and expenses prospectively from execution of this agreement, except as may otherwise be agreed in writing.

#### **RETIREMENT, INVESTMENT AND LIFE INSURANCE ACCOUNTS**

**21.** The parties have acquired certain retirement and/or investment accounts. As part of the global settlement addressed herein, the parties shall each receive the ROTH IRA retirement accounts in their own individual names, free and clear from any claims of the other party.

Respondent's ROTH IRA that had a balance as of May 2015 in the amount of \$60,175 that has been funded post-separation by Petitioner, has an approximate present balance of \$135,000.

**22.** As part of the global settlement addressed herein, the SIMPLE IRA retirement account funded during the marriage which had a valuation of \$133,615 as of May 2015, shall be awarded to Petitioner.

**23.** As part of the global settlement addressed herein the E\*Trade investment account that was funded post-separation, shall be awarded to Petitioner.

**24.** As part of the global settlement addressed herein, Respondent's 401(k) retirement account funded post-separation by Respondent, shall be awarded to Respondent as her sole and separate property, as well as any stock options, shares, or interests in Respondent's company(ies).

**25.** As consideration for the global settlement agreement addressed herein, which includes the allocation of responsibility for joint debts, tax liabilities, credit cards, loans, liens, lines of credit, personal property, real property, retirement, investment account, and business interests as specified herein, that Petitioner shall pay to Respondent an amount of \$180,000. This global settlement amount shall be paid within ninety (90) days of execution of the parties Stipulation.

**26.** Also, as part of this global settlement payment referenced above, and as part of the resolution of this proceeding, Dan agrees to pay to Kristine the amount of \$583 per month for ten (10) years (which is designed to maximize the \$7,000 per year cap for a Roth IRA contribution).

Dan may do a lump sum prepayment of this aspect of the global property settlement. If mutually agreed by both parties, Dan may fund Kristine's Roth IRA monthly, commencing back to January 2025.

27. The funds in the my529 educational accounts earmarked for the parties' children (and/or prospective grandchildren), shall be maintained, and that Petitioner shall be named on the accounts as trustee of said accounts, with Petitioner having power to distribute, reimburse, or exercise direction on the accounts for the benefit of the minor children and/or grandchildren. Respondent shall be entitled to receive information regarding account balances, and/or activity such as distributions, upon reasonable request. The parties acknowledge that Dan and Kristine desire to continue to fund this educational account for their future generations.

28. In consideration for the global settlement addressed herein, that any and all other retirement and/or investment accounts shall be awarded to the party in whose name such accounts are titled.

29. In consideration for the global settlement addressed herein, that the parties' respective bank and/or credit union accounts shall be awarded to each party in whose name said accounts are in. The parties agree that there are no remaining joint accounts, but to the extent that such maybe found, reasonable steps shall be taken to close said accounts and divide any proceeds equally between the parties.

### **BUSINESS INTERESTS**

30. The parties have acquired certain business interests. Petitioner shall be awarded all rights, title, and interest to Daniel W. McKay & Associates, PLLC, ("DWM") including but not limited to all bank accounts, assets, and debts, and personal property associated with said

business and/or any other business entity that preceded DWM relating to Petitioner's firm and law practice, including but not limited to any contingent fee interests, property interests, stocks, shares, personal property of any kind, or any other assets. Each party shall be solely responsible for any debt or obligation associated with their respective business interests, other than tax obligations referenced *supra*, and shall indemnify and hold the other harmless therefrom.

31. Respondent shall be awarded all rights, title, and interest to My Craft Channel, LLC ("MCC"), including but not limited to all bank accounts, assets, and debts, inventory, accounts receivable, and personal property associated with said business and/or any business entity that preceded MCC relating to Respondent's filming, design, scrapbooking, and crafts and hobby profession. Each party shall be solely responsible for any debt or obligation associated with their respective business interests, other than tax obligations referenced *supra*, and shall indemnify and hold the other harmless therefrom.

#### **COSTS AND ATTORNEYS FEES**

32. Each party shall be liable for their own attorney fees and costs incurred in pursuing this Decree of Divorce.

#### **MISCELLANEOUS**

33. Respondent may be restored to her maiden name of Kristine Hale upon entry of the Decree of Divorce, if she so desires.

34. Each party warrants to the other that there has been a complete, accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosures may constitute perjury. Any property or asset discovered by either party subsequent to this Decree of Divorce may be awarded to the party that



discovered the non-disclosure, including attorney fees and costs to obtain the property/asset. The property referred to in this Decree of Divorce represent all of the property in which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

35. If either party fails in the performance of any of his or her obligations under this Decree of Divorce, the parties agree to mediate the matter before taking the matter back to Court. If the parties are unable to agree after such mediation, the aggrieved party shall have the right to sue for damages, or to seek such other legal remedies as may be available, this may include the award of attorney fees.

36. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.

37. Each party should be ordered to provide a certified copy of this final Decree of Divorce and any modifications to all creditors and to effectuate compliance with these terms.

**\*\*\*END OF ORDER\*\*\***

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE  
COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

**APPROVED AS TO FROM:**

/s/ Kristine McKay / 02/18/2026  
KRISTINE MCKAY/ DATE  
Respondent

**NOTICE TO PARTIES**

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure

Rule 7(j).

DATED AND SIGNED this 18<sup>th</sup> day of February 2026.

**DANIEL W. MCKAY & ASSOCIATES, PLLC**

/s/ Daniel W. McKay

DANIEL W. MCKAY

Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on April 24, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was electronically filed and served upon the following:

<b><u>PERSON</u></b>	<b><u>METHOD OF SERVICE</u></b>
Kristine McKay Email: <a href="mailto:kristine@mycraftchannel.com">kristine@mycraftchannel.com</a>	<input type="checkbox"/> e-Filing (UCJA Rule 4-503) <input type="checkbox"/> U.S. Regular Mail <input type="checkbox"/> Facsimile Transmission <input checked="" type="checkbox"/> E-Mail

DATED AND SIGNED this 24<sup>th</sup> day of April 2026.

**DANIEL W. MCKAY & ASSOCIATES, PLLC**

/s/ Daniel W. McKay

DANIEL W. MCKAY

Petitioner