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

In the matter of the marriage of: LINDSEY MCLEAN, Petitioner, and MICHAEL MCLEAN, Respondent.	DECREE OF DIVORCE Case No. 244403040 Judge Kraig Powell Commissioner Marla Snow
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Based on the Findings of Fact and Conclusions of Law entered by the Court, and for good cause appearing, the Court enters the following Decree of Divorce:

1. The parties shall be granted a decree of divorce upon the grounds of irreconcilable differences.
2. The parties have four children together. The parties' eldest two children have emancipated. The parties have two minor children: C.M., born 5/29/09 and M.M., born 8/14/13.
3. The parties shall share joint legal custody of their minor children.
4. The parties shall abide by the terms of the following Parenting Plan:

a. To the extent that they do not otherwise conflict with any of the provisions of the Stipulation, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of the Stipulation and the guidelines, the terms of the Stipulation shall govern and take precedence.

b. Unless otherwise agreed upon by the parties in writing or ordered by the Court, the children's school attendance shall be as follows-

i. Cody shall continue to attend Spanish Fork high school through high school graduation.

ii. M.M. shall continue to attend Diamond Fork middle school through middle school graduation, thereafter attend Spanish Fork junior high school through junior high school graduation, and thereafter attend the Spanish Fork high school through high school graduation.

c. The minor children shall continue to be seen and treated by their current and established medical and dental providers, with the parties to follow the recommendations of these providers.

d. Other than the children's medical providers and school attendance addressed at Paragraphs 4(b and c) above, the parties shall handle decision making regarding the minor children as follows-

i. Day to day and emergency decisions shall be made by the parent who the child/ren is/are with at the time. In the event of an

emergency involving any child, the other parent shall be notified as soon as reasonably possible.

ii. The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure—

The parent who becomes aware of a decision concerning a child shall notify the other parent upon becoming aware of the issue.

The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.

In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

If the parties are unable to reach an agreement regarding the decision in mediation, then Lindsey is entitled to make the decision, which is subject to Michael's right to seek District Court review should he elect.

e. Extracurricular Activities shall be handled as follows-

i. The following activities are deemed agreed-upon by the parties, therefore the provisions set forth at Paragraph 4(e)(iii) below apply: baseball for C.M., cheer and soccer for M.M..

ii. For all other activities, the parties shall discuss the child's involvement in the extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then the provisions set forth at Paragraph 4(e)(iii) below apply. If a parent does not agree to an activity, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

iii. In relation to all activities that are mutually agreed upon by the parties in writing, the following shall apply—

The parties share equally the expenses associated with the activity, however with respect to baseball will only share the cost if they agree on the team the child plays on. If they do not agree on the team, then Michael will select the team and pay 100% of the activity costs of the activity.

Each party shall transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

f. The minor child M.M. shall engage in individual therapy. In connection with the therapy, the following shall apply:

i. The therapy shall continue to be provided by a therapist at Unified.

ii. The frequency and duration of the therapy shall be per the recommendations of the therapist.

iii. Both parties shall support the therapy, including allowing the child to attend, accommodating appointments, and being involved/participating in the therapy per the recommendations of the therapist.

iv. Both parties may communicate directly with the therapist.

v. The therapist may communicate directly with the reunification therapist. The parties shall execute any waivers/releases needed in order to authorize such communication.

vi. The parties shall share equally the cost of the therapy not covered by insurance.

5. Lindsey is awarded sole physical custody of the minor children.

6. Michael's parent time shall be as follows:

i. M.M.

a. Parent time shall continue to be exercised in a therapeutic setting through reunification therapy, which shall continue until the parent time schedule identified at Paragraph 6(b) below is phased in and implemented. In connection with the therapy, the following shall apply:

i. The therapy shall continue to be provided by a therapist at Unified.

ii. The frequency and duration of the therapy shall be per the recommendations of the therapist.

iii. Both parties shall support the therapy, including allowing the child(ren) to attend, accommodating appointments, and being involved/participating in the therapy per the recommendations of the therapist.

iv. Both parties may communicate directly with the therapist.

v. The therapist may communicate directly with M.M.'s therapist. The parties shall execute any waivers/releases needed in order to authorize such communication.

vi. The parties shall share equally the cost of the therapy not covered by insurance.

b. Michael's parent time shall expand, per the

recommendations of the reunification therapist, with his parent time to expand to full parent time pursuant to Utah Code Section 81-9-302.

II. C.M.

a. Michael's parent time with Cody shall be pursuant to Utah Code Section 81-9-302.

b. There shall not be any reunification therapy or therapeutic visit requirements.

7. Child support shall be as follows:

a. Commencing the month of April of 2026, Michael shall pay child support in the sum of \$1,750.00 per month. This child support figure is a stipulated amount, which by agreement of the parties is an upward deviation and also is not adjusted downward when the parties' eldest minor child (Cody) emancipates, but continues through the youngest's child's (M.M.) emancipation.

b. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

8. Lindsey will continue to provide the health insurance coverage on behalf of the minor child(ren) provided it is available to her through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child(ren)'s portion of insurance premiums. Any party who carries insurance on behalf of the children shall provide verification of

coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

9. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child(ren); including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

10. Due to the ages of the children, there is no need for daycare, therefore no daycare expenses.

11. The tax deductions for the minor children shall be handled as follows:

a. The 2023 taxes are currently in dispute with the IRS and under IRS review. Whatever determination is made by the IRS regarding the filings, shall apply, meaning that whichever filing is accepted, shall govern the tax deductions for the minor children for the 2023 calendar tax year.

b. Lindsey is awarded the state and federal tax deductions for Cody and M.M. for the 2024 and 2025 calendar tax years.

c. Michael is awarded the state and federal tax deductions for Cody and M.M. for the 2026 calendar tax year.

d. Commencing the 2027 calendar tax year and each odd-numbered calendar tax year thereafter until the child turns 18, Lindsey is awarded the state and federal tax deductions for M.M..

e. Commencing the 2028 calendar tax year and each even-numbered calendar tax year thereafter until the child turns 18, Michael is awarded the state and federal tax deductions for M.M..

f. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

12. The marital home and real property located at 1469 East 1240 South in Spanish Fork, Utah shall be handled as follows:

a. Lindsey is awarded the property as her sole and separate property free and clear of any claim or interest of Michael, together with all equity therein and subject to all debt and encumbrance thereon. Lindsey is solely responsible for all obligations related to the home including but not limited to the mortgage payments, all utilities, taxes, insurance and routine/regular upkeep and

maintenance in connection with the property.

b. Michael shall remain on the current mortgage loan and Lindsey shall not be required to remove Michael from the loan until one of the following triggering events occurs, whichever occurs first-

- i. Lindsey's remarriage
- ii. Lindsey's cohabitation
- iii. Lindsey becomes delinquent in payment of the mortgage
- iv. M.M. graduates from high school.

c. Upon the first occurrence of one of the triggering events listed above, Lindsey shall be required to refinance, assume or otherwise finance the mortgage on the property in order to remove Michael from the mortgage obligation; which shall be completed within 90 days of the date the triggering event occurs. In conjunction with this, Michael shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Lindsey in its entirety.

d. Should Lindsey fail to remove Michael from the mortgage obligation within the time frame as set forth at Paragraph 12(c) above, then the property shall be promptly listed for sale and promptly sold. In the event of a sale of the property, the following provisions shall apply-

- i. Lindsey shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Michael shall cooperate

fully with the listing and sale, including signing a listing agreement with the realtor of Lindsey's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

ii. Lindsey shall be solely responsible for all costs of the sale, including closing costs, and commissions.

iii. Lindsey is awarded all net proceeds from the sale.

13. With the exception of the property identified at Paragraphs 14 and 15 below, the parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of the Stipulation as a full and complete division of personal property, with the exception of the following items which are presently in Lindsey's possession but are awarded to Michael*:

Tools / Tool Box
3 Elk Heads
1 Mule Deer
2 portable Dog Boxes
Gun Safe
Yellow Generator
Camp Stove
Wildlife Artwork (Prints that are unframed)
Bookshelf from the downstairs office / Books

Framed College Diploma
Hiking Backpack
Flyfishing Float tube
Ammunition
Wooden Chest and box of personal items in the garage

*The parties will cooperate in order to arrange a date and time for Michael to pick up these items, which will take place within thirty days of the date of the Stipulation. In connection with this, the following individuals are approved to assist Michael in removing/moving the items: Brian Vincent, Matt McLean, Cody (parties' son) and Conner Sheriff.

14. Lindsey is awarded the 2015 GMC Yukon, 2002 Jeep, 2015 Subaru Impreza and 2020 Toyota Tacoma free and clear of any claim or interest of Michael. Within 30 days of the date of the entry of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

15. Michael is awarded the 1971 Ford F-250, 2016 Dodge Ram, horse trailer, camp trailer and 4-wheeler trailer as his sole and separate property free and clear of any claim or interest of Lindsey. Within 30 days of the date of the entry of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

16. The debts shall be divided as follows*:

a. Lindsey

UCCU (Tacoma)—Within six months of the date of entry of the decree of divorce, Lindsey will pay off, refinance, assume or otherwise finance this debt in order to remove Michael's name from the loan and from any liability on the obligation.

Any credit cards solely in her name, any debts incurred solely by her

and/or in her name, and any debts incurred solely by her since the date of separation on 6/19/22

Her own medical and dental expenses

b. Michael

Any credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 6/19/22

His own medical and dental expenses

*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

c. The loan owing to Truist for the mortgage on the real property identified at Paragraph 12 above shall be handled as follows-

i. The loan is in both parties' names.

ii. Lindsey is solely responsible for the obligation and shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 12 above, indemnifying and holding Michael harmless from the debt.

In the event of a refinance/other financing/assumption, Michael will be removed from the obligation and Lindsey will be solely responsible for the obligation.

In the event of a sale, the loan will be satisfied and paid in

full out of the sale proceeds, thereby extinguishing the obligation.

17. The retirement and investment accounts will be handled as follows:

a. Lindsey is awarded the URS 401(k) and pension retirement accounts in her name as her sole and separate property free and clear of any claim or interest of Michael.

b. Lindsey is awarded the joint Edward Jones brokerage account (approximate balance \$28,484.00) as her sole and separate property free and clear of any claim or interest of Michael. The parties shall cooperate in order to complete and sign all forms necessary in order to remove Michael from the account; which shall be completed within 30 days of the date of entry of the decree of divorce. No transfers, withdrawals or loans shall be made or taken from the account by either party until Michael is removed from the account.

c. The Edward Jones IRA account (approximate balance \$194,071.00) shall be handled as follows-

i. Michael is awarded the sum of \$45,000.00 together with market gains and losses on this sum from the date of the entry of the Stipulation until the date of segregation of the account.

ii. Lindsey is awarded the remaining balance of the account, excluding the amount awarded to Michael above as her sole and separate property free and clear of any claim or interest of Michael.

iii. The parties shall cooperate in order to complete and sign all

forms necessary in order to effectuate division of the account as set forth above; which shall be completed within 30 days of the date of entry of the decree of divorce.

iv. No transfers, withdrawals or loans shall be made or taken from the account until the account is divided.

18. The financial institution accounts shall be handled as follows:

a. The joint accounts at UCCU (#7455) are awarded to Lindsey as her sole and separate property free and clear of any claim or interest of Michael. The parties shall cooperate in order to complete and sign any forms necessary to remove Michael from the accounts, which shall be completed within 30 days of the date of the entry of the Stipulation. Michael shall not make any withdrawals, transfers or debits of any kind from the accounts.

b. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Lindsey is awarded her UCCU (#4300) and Cypress Credit Union (#016) accounts, and Michael is awarded his Zions (#2038, #1314, #1184, #7671, #6252, #7102, #7151) and Venmo accounts.

19. Taxes shall be handled as follows:

a. All state and federal tax returns for 2022 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and

agreement of the parties.

b. The 2023 taxes are currently in dispute with the IRS and under IRS review. Whatever determination is made by the IRS regarding the filings, shall apply, meaning that whichever filing is accepted, shall govern. In connection with this, if a joint return filing is accepted, the parties shall share equally any refund or liability; if a separate return filing is accepted, each party is entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

c. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

d. Commencing with the 2024 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

20. Michael is awarded the businesses "MJMG Enterprises, LLC", "Pronghorn

Enterprises, LLC” “McLean Land & Livestock, LLC” and “Apex Next Evolution, LLC” as his sole and separate property free and clear of any claim or interest of Lindsey. Michael is awarded the businesses, together with all business interests, assets, equipment, accounts and property; which are awarded to him subject to any debt, liability and encumbrance thereon, which he shall hold Lindsey harmless from.

21. Michael shall continue to be covered under Lindsey’s health insurance coverage until entry of the decree of divorce. Once the decree is entered, Michael shall be removed from the policy and is responsible for his own health insurance coverage at his sole cost.

22. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto and home insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of the entry of the Stipulation.

23. Life insurance shall be handled as follows:

a. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

b. There is a life insurance policy with Principal, which may have cash

value. In the event the policy does have cash value, the policy shall be terminated, with the parties to share equally all net surrender proceeds. If the policy does not have cash value, then the policy is awarded to the party who is the owner of the policy, with that party to decide how to handle the policy going forward, at their sole option and election.

24. Neither party is awarded any alimony from the other now and forever in the future.

25. At her sole option and election, Lindsey may be restored to her maiden surname of "McGee".

26. The following mutual restraining order shall be entered:

a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.

b. The parties are mutually restrained from disparaging one another to the minor child(ren), alienating, or otherwise interfering with the other's relationship with the minor child(ren); or allowing any third party to do so.

c. The parties shall not involve the minor child(ren) in the legal disputes of the parties, financial matters, parent time and/or custody. The parties

shall not attempt to influence the minor child(ren) or the minor child(ren)'s preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.

d. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

27. Michael is current in any marital financial obligations, including any alimony/spousal support and is current in all financial obligations relating to support of the minor children through the date of the Stipulation.

28. The parties shall each pay their own attorney fees and costs incurred in this matter.

29. The parties' Stipulation will settle all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

30. The hearing currently scheduled for 4/9/26 shall be stricken.

31. Both parties shall execute all documents required in order to effectuate the terms of the Stipulation.

IT IS SO ORDERED.

---END OF ORDER---
**---EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE
STAMP AND SEAL AT THE TOP OF THIS PLEADING---**

APPROVED AS TO FORM:

/s/ David Pedrazas

Electronically signed by Cassie J. Medura
w/ permission of David Pedrazas
Attorney for Respondent Michael McLean