

Kaylynn Joy Madsen  
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 4061 S. Montego Drive  
 Address  
 Saratoga Springs, Utah 84045  
 City, State, Zip  
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In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with  
 or without children, annulment,  
 separate maintenance, or  
 temporary separation case)

Kaylynn Joy Madsen  
 (name of Petitioner)

and

Jeremy Joseph Madsen  
 (name of Respondent)

Other parties (if any)

## Divorce Decree

254402003

Case Number

Robert C. Lunnen

Judge

Marla Snow

Commissioner (domestic cases)

The court decrees:

## Divorce

1. Kaylynn Joy Madsen is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Kaylynn Joy Madsen. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Kaylynn Joy Madsen and Jeremy Joseph Madsen** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

**Minor Children**

a.

Child Name: **Tristan Madsen**

Date of Birth: **May 2, 2011**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Tristan Madsen**

Date of Birth: **May 2, 2011**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 2, 2011**

Address: **4061 S. Montego Drive, Saratoga Springs, Utah 84045 United**

**States**

(1).

Caretaker at this address: **Kaylynn Joy Madsen**

Caretaker current address: **4061 S. Montego Drive, Saratoga Springs, Utah 84045 United States**

(2).

Caretaker at this address: **Jeremy Joseph Madsen**

Caretaker current address: **4061 S. Montego Drive, Saratoga Springs, Utah 84045 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Kaylynn Joy Madsen and Jeremy Joseph Madsen's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Kaylynn Joy Madsen** and **Jeremy Joseph Madsen** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

## PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Kaylynn Joy Madsen** and **Jeremy Joseph Madsen**.

### Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Kaylynn Joy Madsen** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Kaylynn Joy Madsen's** home **220** overnights each year and in **Jeremy Joseph Madsen's** home **145** overnights each year.

The parents will follow a custom parent-time schedule.

a. **Joint Physical Custody. We agree to Joint Physical Custody 220/145 overnight schedule parent time under UCA §81-9-303 (60/40). Kaylynn Madsen will have 220 overnights each calendar year. Jeremy Madsen will have 145 overnights each calendar year. Kaylynn Madsen's parent time starting on the first week that school year begins until the last week when the school year ends will be every Monday at 8:00 am through Friday at 6:00 pm and every 2 months one weekend from Friday at 6:00 pm through Monday at 8:00 am. Jeremy Madsen's parent time starting on the first week that school year begins until the last week when the school year ends will be every Friday at 6:00 pm through Monday at 8:00 am (every 2 months Kaylynn Madsen will have a weekend for her parent time). From the last week of when the school year ends for Summer time through to when school year starts again; we agree to alternate every other week from Sunday at 7:00 pm to the following Sunday at 7:00 pm. We agree to be flexible if we need to switch days or weekends based on our co-parents work or vacation request. We agree to follow the state statute UCA §81-9-303 (60/40) as a default. Each co-parent will have the opportunity to take 2 weeks of non consecutive uninterrupted vacation time each year for parent time. We agree to provide a 7 day notice to our co-parent prior to taking the vacation with our child. Each parent may attend and participate in all school and extracurricular activities of our child, regardless of the parent time schedule. Both co-parents will have access to any school records and documents. If either party, or our child, makes a request with 1**

**week notice to have a weekend at either party's house; we will work together to honor the request.**

### Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: Kaylynn Joy Madsen is the mother	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Jeremy Joseph Madsen is the father	
Summer Break	From the last week of		

Holiday	Period	Noncustodial Years	Custodial Years
	when the school year ends for Summer time through to when school year starts again; we agree to alternate every other week from Sunday at 7:00 pm to the following Sunday at 7:00 pm.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent	Even years	Odd years



Holiday	Period	Noncustodial Years	Custodial Years
	may bring other siblings along for the child's birthday.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Jeremy Joseph Madsen's Birthday	Jeremy Joseph Madsen will have parent-time each year on Jeremy Joseph Madsen's birthday from 3:00 p.m. until the following morning when Jeremy Joseph Madsen delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Kaylynn Joy Madsen's Birthday	Kaylynn Joy Madsen will have parent-time	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	each year on Kaylynn Joy Madsen's birthday from 3:00 p.m. until the following morning when Kaylynn Joy Madsen delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

**Parent-time transfers**

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:  
The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

**Curbside transfers**

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

**Decision-making**

12. Each parent will make day-to-day decisions for the children during the time they are

caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

**Joint decision-making.** The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

### Education plan

13. The school the children will attend is based on **Kaylynn Joy Madsen's** home residence.

14. Kaylynn Joy Madsen and Jeremy Joseph Madsen has authority to check the children out of school. Kaylynn Joy Madsen and Jeremy Joseph Madsen has access to the children during school. If the parents cannot agree, education decisions will be made by Kaylynn Joy Madsen.

### Communication with each other

15. Parents will communicate with each other by any method.

### Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

18. Other terms about communication with the children: **Communication with Child.** Each parent shall permit and encourage when the child requests communication with their parent, during reasonable hours, reasonable and uncensored communications with the child, in the form of email privileges phone calls, text messages and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration: (a) the best interests of the child. (b) each parent's ability to handle any additional expenses for virtual parent-time; and (c) any other factors the court considers material.

### Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

## Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than 1 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 1 days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **Vacation Parent Time. We agree to give advance notice to the other parent of a planned vacation. Each parent agrees to make reasonable accommodations for the successful scheduling of any vacation. Each parent agrees to make a concerted effort to schedule vacation time per the regular parent time schedule and to be fair in making vacation requests. We agree that if a parent is traveling with the child for more than 1 day, they will provide notice of their travel with 7 day notice to their co-parent and at least 1 days prior to traveling provide the itinerary information regarding all travel we may do with our child, including flight information, destinations and emergency telephone contact numbers. We agree to split all passport fees 50/50% and will attend the appointment or sign paperwork in order to complete the passport for our minor child. Kaylynn Madsen will keep the passports and legal documents for the child and have them available for Jeremy Madsen to use with the child for travel.**

## Child care

23. A child care provider for our children must be:  
A relative, friend, or neighbor.

## Relocation of a parent

24. Neither parent may relocate with the minor children more than 50 miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **Relocation of a Co-parent. Relocation means moving 50 miles more from the residence of the other parent or the geographic distance between the residence of each parent and the distance between each residence and the child's school. If either of us is to relocate beyond 50 miles; we agree to revise our parent time schedule by discussing and reaching a parent time agreement at least 60 days prior to the parent's actual move. If we can not meet an agreement for relocation; we agree to attend mediation UCA §81-9-209.**

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.
28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

### Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

#### a. Mediation

30. Other agreements about resolving disputes:

**b. Decision-Making Procedure. We agree to share the joint legal custody of our child. We agree to advise and consult with one another regarding major decisions that affect our child's health, education, and welfare to make a joint decision. These decisions include, but are not limited to, decisions regarding our child's medical care, dental care, and orthodontic treatment, their involvement in extra-curricular activities, counseling, and religious training. Further, we agree to use the following decision-making procedure: Identify the issue. Brainstorm possible solutions. Seek the advice of experts, including school counselors, teachers, health care professionals, and child therapists. Choose the most sensible solution that considers the needs and best interest of everyone involved. Dispute Resolution Procedure. We agree to meet and discuss major decisions together, focusing on the objective criteria and facts, and involving any professionals who may be of assistance. If we do not reach an agreement, then we agree to hire a mediator to assist us in coming to a resolution of the problem before we seek a resolution in Court. We agree to share equally the mediation fees in a 50/50 manner.**

### Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

## END OF PARENTING PLAN

Income: Petitioner (Kaylynn Joy Madsen) (Utah Code 81-6-203)

32. **Kaylynn Joy Madsen's** gross monthly income for child support purposes is **\$6226**. **Kaylynn Joy Madsen** receives the following gross monthly income:

- a. **Kaylynn Joy Madsen** is employed at **Verisys Corporation**. **Kaylynn Joy Madsen** earns **\$6226** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Jeremy Joseph Madsen) (Utah Code 81-6-203)

33. **Jeremy Joseph Madsen's** gross monthly income for child support purposes is **\$1257**. **Jeremy Joseph Madsen** receives the following gross monthly income:

- a. **Jeremy Joseph Madsen** does not have any countable income from any source.  
b. **Jeremy Joseph Madsen** has no recent work history. The court should consider **Jeremy Joseph Madsen's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

34. The adjusted gross monthly income for **Jeremy Joseph Madsen** is **\$1257**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Kaylynn Joy Madsen** be ordered to pay child support to **Jeremy Joseph Madsen** as follows:

- a. **\$8.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$8** per month.

#### **Child support reduction for extended parent-time**

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. **Jeremy Joseph Madsen** will give **Kaylynn Joy Madsen** the information needed to set up direct deposit through **Kaylynn Joy Madsen's** employer. Once **Kaylynn Joy Madsen** has the information, **Kaylynn Joy Madsen** will have **Kaylynn Joy Madsen's** employer set up direct deposit to an account of **Jeremy Joseph Madsen's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the

20th of each month.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Kaylynn Joy Madsen** and **Jeremy Joseph Madsen** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Jeremy Joseph Madsen**, **Kaylynn Joy Madsen** will reimburse **Jeremy Joseph Madsen** for half the fee.

44. The parties must notify each other within 30 days of any change in their income.

45. The parties will do the following for child related support or expenses:

a. Orthodontic Expenses. We agree to mutually research and sign contracts for orthodontic treatment for our child and we agree to split 50/50 shared out of pocket cost, setting up independent payment plans if possible.

b. Extracurricular Activities. We agree to pre-approve all extracurricular activities with our co-parent prior to signing our child for the activity. We agree to share the cost of the extracurricular activities 50/50. If our co-parent does not approve of the cost for the child, the other co-parent may pay for a greater portion or 100% of the extracurricular activity.

c. School Fees and School Related Travel. We agree to share the cost 50/50 of all school fees and school related travel 50/50 unless a co-parent does not agree on the cost and it is optional.

d. Child's Clothing. We agree provide all the necessary clothing and toiletries for our child in our own individual homes. We can share in the cost of shared clothing and toiletry items 50/50 if both co-parents agree to the shared cost.

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

## Dependent children for tax purposes

47. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

48. **Jeremy Joseph Madsen** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Kaylynn Joy Madsen** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

## Child health care (Utah Code 81-6-208)

49. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

50. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. Responsibility for child medical and dental expenses will be as follows:
- b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:
  - **Kaylynn Joy Madsen's** insurance will be primary coverage.
  - **Jeremy Joseph Madsen's** insurance will be secondary coverage.
- c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:
  - **Kaylynn Joy Madsen's** spouse's insurance will be primary coverage.
  - **Jeremy Joseph Madsen's** spouse's insurance will be secondary coverage.
- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

### Child care expenses (Utah Code 81-6-209)

51. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not



receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

**Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))**

52. Neither party has received or is receiving public assistance from the State of Utah.

**Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)**

53. All personal property not addressed in the divorce should be divided as the parties have already divided it.

**Vehicles**

54. Vehicles will be divided as follows:

a.

Year: **2014**

Make: **Ford**

Model: **Focus**

VIN: **N/A**

Owner (before divorce): **Jeremy Madsen and Kaylynn Madsen**

Current value: **\$13,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Jeremy Joseph Madsen**

Loan: **N/A**

b.

Year: **2015**

Make: **Ford**

Model: **Escape**

VIN: **N/A**

Owner (before divorce): **Jeremy Madsen and Kaylynn Madsen**

Current value: **\$7,100.00**

Amounts Estimated: **no**

Ownership After Divorce: **Kaylynn Joy Madsen**

Loan: **N/A**

**Bank and credit union accounts**

55. Bank and credit union accounts will be divided as follows:

a.

Account Number: **2334**

Account Type: **Checking**

Institution Name: **Utah Community Credit Union**

Address: **360 W 4800 N Suite E160, Provo, UT 84604**  
Date Opened: **N/A**  
Balance (US Dollars): **\$2,687.00**  
Estimated: **no**  
Owner: **Kaylynn Joy Madsen**  
Co-Owner(s): **N/A**  
Divide as follows: **Kaylynn Joy Madsen should be awarded the entire balance of \$2,687.00 from this money.**

## Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

### Credit Card Debt

a.

Account Number: **0031**  
Institution Name: **CitiCard CBNA**  
Address: **N/A**  
Amount owed on debt (in US Dollars): **\$8,013.00**  
Minimum Monthly Payment (in US Dollars): **\$300.00**  
Owner: **Kaylynn Madsen and Jeremy Madsen**  
The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

b.

Account Number: **1223**  
Institution Name: **Utah Community Credit Union**  
Address: **N/A**  
Amount owed on debt (in US Dollars): **\$19,961.00**  
Minimum Monthly Payment (in US Dollars): **\$500.00**  
Owner: **Kaylynn Madsen and Jeremy Madsen**  
The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

c.

Account Number: **6388**  
Institution Name: **Prime VISA**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$16,554.00**

Minimum Monthly Payment (in US Dollars): **\$540.00**

Owner: **Kaylynn Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

d.

Account Number: **0365**

Institution Name: **Freedom Unlimited VISA**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$6,084.00**

Minimum Monthly Payment (in US Dollars): **\$160.00**

Owner: **Kaylynn Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

e.

Account Number: **5832**

Institution Name: **Service Finance Co.**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,450.00**

Minimum Monthly Payment (in US Dollars): **\$200.00**

Owner: **Kaylynn Madsen and Jeremy Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

f.

Account Number: **0000**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,660.27**

Minimum Monthly Payment (in US Dollars): **\$200.00**

Owner: **Kaylynn Madsen and Jeremy Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay half of the debt. Jeremy Joseph Madsen will pay half of the debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

## Installment Loan Debt

a.

Account Number: **6128**

Institution Name: **Ascensus**

Address: **200 Dryden Rd. Dresher, PA 19025**

Amount owed on debt (in US Dollars): **\$28,626.00**

Minimum Monthly Payment (in US Dollars): **\$841.75**

Owner: **Kaylynn Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay the entire debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

b.

Account Number: **9680**

Institution Name: **Aspire Servicing**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,180.00**

Minimum Monthly Payment (in US Dollars): **\$122.00**

Owner: **Kaylynn Madsen**

The debt will be paid as follows: **Kaylynn Joy Madsen will pay the entire debt. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.**

## Real property

57. The parties acquired the following real property during the marriage:

a.

Description: **Real Property**

Address: **4061 S. Montego Drive, Saratoga Springs, Utah, Utah 84045 United States**

Tax ID: **45:342:0044**

Legal Description: **LOT 44, LAKE MOUNTAIN ESTATES PLAT J PHASE 2 SUBDV. AREA 0.262 AC.**

Date property acquired: **Dec 30, 2010**

Names on title: **Kaylynn J Madsen and Jeremy J Madsen**

Original cost: **\$170,563**

Current value: **\$490,300.00**

Property values estimated: **no**

Disposal: **Real Property. We agree to the following agreement for our primary marital residence at 4061 S. Montego Dr. Saratoga Springs, Utah 84045. Current estimated value at the time of Mediation is \$490,000.00 based on current market value. Current mortgage balance owed to Dovenmuehle Mortgage, at the time of Mediation is \$130,317.71. We agree that Kaylynn Madsen will pay 100% of the monthly mortgage payment every month until the**

home is sold. If Jeremy Madsen has income; he will contribute 50% of the monthly mortgage payment and 50% of the monthly utilities until the home is sold. We agree to sell the primary residence and list the home by April 15th, 2026. We agree to use the real estate agent Amy Jaten to list the home to be sold. We agree to first pay off with the equity from the sale of the home all real estate fees, taxes, appraisal fees, repair costs, and title fees and then pay off the following joint debts (CitiCards CBNA #0031, UCCU #1223, Prime VISA #6388, Freedom Unlimited VISA #0365 and Service Finance Co. #5832) to a zero balance and then we agree to split the remaining equity 50% to Kaylynn Madsen and 50% to Jeremy Madsen after the home is sold.

i.

Creditor: N/A

Names on mortgage: Kaylynn Joy Madsen and Jeremy J Madsen

Date mortgage acquired: Dec 30, 2010

Mortgage balance: \$130,317.71

Monthly payment: \$1,076.35

Mortgage values estimated: no

This mortgage will be paid as follows after the divorce: We agree that Kaylynn Madsen will pay 100% of the monthly mortgage payment every month until the home is sold. If Jeremy Madsen has income; he will contribute 50% of the monthly mortgage payment and 50% of the monthly utilities until the home is sold. Kaylynn Joy Madsen will provide a copy of the divorce decree to the lender.

## Alimony

58. Neither party will pay alimony.

## Retirement money

### Retirement money – retirement accounts

59. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

60. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: 6128

Plan Name: **401(k)**

Plan Administrator: **NA**

Company Name: **Ascensus**

Address: **200 Dryden Rd Dresher, PA 19025**

Date Opened: **May 4, 2009**

Plan Value: **\$128964**

This plan is in the name of: **Kaylynn Joy Madsen**

Divide as follows: **The entire account should be awarded to Kaylynn Joy Madsen.**

### Additional provisions

61. The parties will adhere to the following additional provisions:

a.

**Additional Provision: We agree to create a co-parenting relationship based on trust and respect. We agree to communicate as co-parents with respect to each other's communicated boundaries. We agree to reach out for clarification and ask questions with curiosity of our co-parent if we are experiences miscommunication. We agree to communicate with simple and straightforward information or requests of our co-parent. We agree to keep our communication child centric. We agree to respond to co-parent communication within 24 hours. We agree to not put our child in the middle of parent communication. We agree to strive to have consistency in our two homes and teach our child similar values such as respect, responsibility, hard work, following the rules of the household, similar bed time routines and curfews. We agree to leave the past in the past—taking only the lessons we have learned and the motivation to making things work better in the future. We agree to trade favors and to be accommodating with requests. This will encourage cooperation and flexibility in our parenting relationship and prevent resentments from accumulating between us. We believe that open, honest, and direct communication between us is essential to an effective parenting relationship. We agree to be respectful in all our co-parent communications. We agree to share positive words regarding our co-parent's strengths when communicating with our child. We understand the difference between a legitimate complaint and an injurious criticism. We agree to share our concerns in a respectful manner and agree to receive complaints without taking personal offense. We agree to function as a parent-team in raising our child. We agree to support each other in our respective parenting roles. We agree to discuss and reach a consensus, if possible, on family rules, routines, and consequences for misbehavior. We understand that if we act consistently and as a "united front," our child will feel more secure and play one parent against each other less often. We agree to not use our child as messengers, spies, or problem-solvers. We recognize that friends and social activities will have a greater importance in our child's**

lives as they grow older. We agree to allow our child more input into planning their parent time schedule as they grow older. We recognize that it is important for our child's emotional well-being that we hold the other parent in high esteem as a parent in our respective conversations with the child throughout their lives. We agree to work together as cooperative parents and see the other parent as a resource for the successful rearing of our child. We recognize that we share many common values. From time to time, we will share different perspectives. We will use our best efforts to listen and understand our co-parent's point of view and respect his/her perspective. If our child make a request; we agree to listen to our child and our child's request. We agree to work together as co-parents to try and accommodate the child's request within a reasonable time frame. Religion. We agree to support our child if they choose to participate in any religious organization and ordinances.

**PARENTING MEETING** Parenting Meeting. We agree to hold a monthly parenting meeting on the first Sunday of every month or at a mutually agreed on time. We will communicate by a brief telephone conversation. Topics Parenting Meeting. At our parenting meeting, we will plan our parent time calendar and set forth all childcare arrangements, exchange times, and transportation logistics. We will share information regarding our child, including their school progress, extracurricular activities, health care issues, emotional issues, and other information. **PARENT TIME SCHEDULE** Internet Calendar. We agree to contribute to an internet calendar to summarize our parent time plans and to provide notice of our child's activities and events. Parent Time Schedule. We agree to provide quality parent time opportunities for our child in the following manner. We desire to design a schedule that meets the needs and best interests of our child. We agree to be flexible with each other if minor changes are necessary. We agree to modify are schedule when necessary and schedule "complete" trades to ensure fairness. We agree that the following schedule will be our guide.

b.

Additional Provision: **Parent Time Exchanges and Transportation.** We agree to utilize school-to-school exchanges and meet at a halfway neutral location for parent time exchanges, The receiving parent shall be responsible for transportation.

c.

Additional Provision: **First Right to Refusal.** We agree to call our co-parent whenever possible for any of our extended childcare needs for overnight or more. This will allow the parent to have additional time with our child while the other parent is involved in work-related or personal matters. Parental care

**shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the child, to provide the childcare. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.**

**d.**

**Additional Provision: Special Occasions. Special Consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.**

**e.**

**Additional Provision: School Logistics. We agree to leave all schoolwork and notices in each child's backpack. We agree that the parent in charge of a parent time block is responsible for ensuring that homework and school projects are completed. We agree to both keep track of our child's grades and school attendance. We agree to cooperatively order school pictures.**

**f.**

**Additional Provision: Nesting Parent Time Schedule. Until our real property at 4061 S. Montego Dr. Saratoga Springs, Utah 84045 is sold; we agree to enter into a Nesting Parent Time Schedule with our child staying at the home 100% of the time and where the parents will alternate staying at the real property exercising their parent time every other week beginning on Sunday at 8:00 pm through the following Sunday at 8:00 pm when they will switch out parent time with their co-parent. We agree that Jeremy Madsen will start his Nesting Parent Time on December 21st, 2025 at 8:00 pm. We agree to have the home clean (vacuuming, cleaning the kitchen, bathrooms, mopping the floors, etc.) prior to the parent time exchange on Sunday at 8:00 pm. We agree to work together to manage the household items and general food pantry items that all parties will use in the home.**

**g.**

**Additional Provision: Financial Debts. The parties agree that the mutually shared 50/50 debt (credit cards Citi Card, UCCU VISA, Prime VISA and Freedom VISA) will be paid off to a zero balance with the equity from the sale of their home at 4061 S. Montego Dr. Saratoga Springs, Utah 84045.**

**h.**



Additional Provision: **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

i.

Additional Provision: **Child Support.** We agree to the Utah State Child Support Guild Lines and Worksheet based on UCA §81-9-303 (60/40) 220/145 overnights. Kaylynn Madsen will pay Jeremy Madsen \$8.00 in monthly child support every month until (T.M.) turns 18 or graduates from high school when child support will end.

j.

Additional Provision: **Legal and Mediation Fees.** We agree that Kaylynn Madsen will pay for her attorney's legal fees, totaling \$3,500, as well as any other legal fees related to the divorce proceedings, with the exception of the mediation fees. We agree to split the mediation fee of \$2,000, with 50/50 to be deducted from the equity payout when our home is sold.

### Duty to sign documents

62. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

### Name after divorce

63. **Kaylynn Joy Madsen** changed her name when the parties married. **Kaylynn Joy Madsen's** name will be **Kaylynn Joy Campbell** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

May 18, 2026  
Date

Signature

Judge

Signature

Date

Commissioner



Approved as to Form.

Other Party  
Signature ▶

Signed by:  
Jeremy Joseph Madsen  
C0AFBF92266B468

Other Party    Jeremy Joseph Madsen  
Name

**Certificate of Service**

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

- a.  
Name: **Jeremy Joseph Madsen**  
Method of service: **Email**  
Address: **jeremymadsen@yahoo.com**  
Date of Service: **Mar 18, 2026**

03/18/2026  
Date

Signature ▶

Kaylynn Joy Madsen

Printed  
Name

Kaylynn Joy Madsen