



Keyler Masinelli (Bar No. 17584)
The Aryno Law Firm
keyler@arynolaw.com
Attorney for Peaceful Divorce Solutions LLC

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF KAELEY YOUD, Petitioner, And TREVOR YOUD, Respondent.	DECREE OF DIVORCE Case No. 264401269 Judge Kasey L Wright Commissioner Marla Snow
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This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

1. Petitioner is the Mother of the minor children (hereinafter referred to as "Mother" or "Kaeley").
2. Respondent is the Father of the minor children (hereinafter referred to as "Father" or "Trevor").

PARENTING PLAN

3. The parties have the following minor children together: B.Y. (born 02/16/2010); T.Y. (born 07/26/2012); and R.Y. (07/07/2015).

4. **Legal Custody**. The parties shall have joint legal custody of the minor child and use the terms herein and Utah Code Ann. 81-9-202 as a parenting plan and be bound to abide thereby. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the child's life regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the child's life.

5. **Decision-Making and Dispute Resolution**. Each parent should have the right to make day-to-day decisions concerning the child while in the care of that parent. Each parent shall also have the right to make emergency decisions regarding the child's safety or health while in the care of that parent. For all other decisions regarding the child, the parties shall comply with the following dispute resolution plan:

Step 1: The parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties shall communicate with each other and discuss the issue(s) before either parent makes a decision.

Step 2: If the parties cannot agree, then the parties shall attend mediation regarding the disputed issue(s). Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

Step 3: If the parties are still unable to agree, then either party may seek a court

order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the children.

6. Communication with the child. Each parent shall be entitled to enjoy telephone, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places. Each parent shall provide access to the child while in his or her care to facilitate such communication. Further, the child may choose to initiate communication with either parent at any time of the child's choosing. Neither parent shall speak derogatorily about the other parent to the child (either in person, over the phone or in writing) or to another person within the hearing or in the presence of the child. Neither parent shall allow any third party to speak derogatorily about the other parent within the hearing or in the presence of the child.

7. Communication between parents. Each parent shall notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child. Each parent shall provide the other with a current address, phone number and email address within 24 hours of any change. Each parent shall provide the other with the name and contact information for any surrogate care providers for the child. Whenever either parent intends to travel out of the state with the minor child, he or she shall provide the other parent with an itinerary of travel dates and locations. All communications between the parties shall be civil, and neither parent shall threaten, harass, or speak derogatorily or crudely to the other parent.

8. Participation. Both parents shall be entitled to attend and participate as appropriate in any significant school, social, sports, religious or community functions in which the child is participating or being recognized.

9. Access to records. Each parent shall be entitled to complete access to all educational, medical, religious or other records of the minor child. Each party should be listed as a parent for purposes of school contact or medical care provider contact for the child.

10. Physical Custody. The parties shall have joint physical custody of the parties' minor child. The parties agree that both of their addresses shall be on all the child's records when possible. Parent-time with the child shall be at reasonable times and places as the parties may agree. The parties agree to a 50/50 parent-time on a week-on, week-off schedule, with exchanges on Sundays at 12:00 p.m.

11. Transportation. The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time will pick up the child at school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child off at school, if school is in session at the time for the exchange). A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the sending parent and the child are aware of the identity of the individual, and the receiving parent will be with the child by 7:00 PM. See Utah Code 81-9-302(7).

12. Holidays. The holiday schedule shall be as the parties agree, or if they are unable to agree, then according to Utah Code Ann. Sec 81-9-305 as follows:

<i>Even Years</i>	<i>Odd Years</i>	<i>Holiday and Time</i>
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday

		to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school on the day school resumes
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school, or 9 a.m. if there is no school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with drop off to school
Mother	Father	Fall Break from 6 p.m. on the day school lets out with drop off to school on the day school resumes
Father	Mother	Halloween (on October 31 st or the day Halloween is traditionally celebrated in the local community) from after school until the following morning with drop-off to school, or 9 a.m. if school is not in session) or, beginning at 4 p.m. until 9 a.m. the following day if not on a school day

Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until 7 p.m. on December 27 th .
Father	Mother	Second Half of Christmas Vacation , beginning 7 p.m. on December 27 th until the day school resumes, with drop off to school.
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

13. Summer. Each parent shall have two (2) weeks of parent-time during the summer. Notice of a parent's extended parent-time shall be communicated on or

before May 1 of each year. If both parties want extended parent-time during the same time of the summer, Mother shall have priority in odd years and Father shall have priority in even years. If only one parent communicates their extended parent-time prior to May 1, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before May 1, then the parent who communicates their parent time first shall have priority for their extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

14. Right of First Refusal. 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 other parent, if willing and able to transport the child, to provide the childcare. Utah Code 81-9-202(13). "Surrogate care" means care by any individual other than the parent of the child. Each party shall have the first right to provide care for the minor children before nonparties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party's availability to provide such, when such care is needed for a period of overnight or longer.

15. Relocation. If either parent subsequently moves more than 30 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code section 81-9-209, including providing 60 days advance written notice of the intended relocation to the other parent. Either parent may then motion the court to review custody and parent-time pursuant to Section 81-9-209. However, the parties

shall use their best efforts to come to an agreement as to custody and parent-time, either on their own or through mediation, prior to filing a motion with the court.

16. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

17. Modification. Neither parent may initiate court action to modify the provisions of this Parenting Plan without making a good faith effort at mediation. Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

18. Mutual Restraining Orders: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the children about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Neither party will interrogate or "pump" the child for information about the parent's parent time or regarding the potential significant relationships of the other party. Both parties should be restrained from making visitation arrangement through the children.

Neither party shall use corporal punishment as a form of discipline on the child. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. For the preceding sentence, "alcohol in excess" shall be defined as using alcohol in excess of the legal driving limit in the State of Utah. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

19. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

20. Romantic Partners. The parties agree that they shall not introduce the minor children to any new romantic partners until they have been together and in a committed relationship for a continuous period of three (3) months. The parties shall notify each other prior to introduction.

FINANCIAL SUPPORT OF THE CHILDREN

21. Father has a gross monthly income of \$16,666.00. Mother has an imputed gross monthly income of \$3,333.00. Effective June 01, 2026, child support is awarded to Mother in the amount of \$970.00 per month pursuant to the child support guidelines.

- a. Child support is due one-half by the 5th and one-half by the 20th of each month. Either party may bring the decree to the Office of Recovery Services to begin automatic withholding for child support.
- b. Each party shall notify the other within thirty (30) days of any change of income.
- c. The court's child support order may be subsequently modified pursuant to the provisions of Utah Code section 81-6-212.
- d. Pursuant to the Child Support Guidelines, the base monthly child support award is automatically adjusted or terminated when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

22. Childcare Expenses. Utah Code 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare will not be entitled to

reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

23. Insurance coverage. Health care coverage for the medical expenses of any minor child shall be provided by a parent. See Utah Code 81-6-208 "Health care coverage" means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage. Either parent shall provide insurance for the medical expenses of their minor child(ren) if such insurance is available to that parent at a reasonable cost. See Utah Code 81-6-208(3)(b). The parties anticipate the minor children will remain on Father's insurance.

24. Designation of Primary Insurance. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her 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 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.

25. Medical and Dental Out-of-Pocket Costs: Father shall be responsible for the children's portion of the monthly insurance premium costs. The parties shall be

individually responsible for any out-of-pocket expenses incurred for the children during their own parent-time for any amount up to \$499.99. For any expense that is \$500 or more, the bill and/or expense will be split 50/50 by the parties. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses.

26. Division of Accounts: Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

27. Extracurricular Expenses. Each parent shall be ordered to assume and be responsible for up to \$499.99 a month total for all mutually agreed upon activities. For any amount that is \$500 a month or more, the parties shall split fifty percent (50%) each for any extracurricular activities in which both parents agree in writing that the minor child may be involved. The parent 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. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her

parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

28. School Expenses. Mother shall be responsible for all out-of-pocket school expenses incurred and opted in to during the time leading up to and including high school.

29. Children's Car Insurance. The parties agree that Father shall cover the minor children's portion of the car insurance premium once they are old enough to be placed on the policy and becomes a requirement by law.

30. Pets. The parties have one pet, a dog. The dog will go with the children back and forth with the parties under the week-on, week-off schedule. Mother will be responsible for the dog's grooming expenses. The parties will be equally responsible for all vet bills up \$1000.00. For any vet bills beyond that amount, the parties agree to split the expense 50% only if they mutually agree to do so.

31. Tax Filing Assignment. Mother will claim R.Y. each year on her taxes. Father will claim T.Y. each year on his taxes. The parties will alternate claiming B.Y., with Mother claiming odd-numbered tax years and Father claiming even-numbered tax years. Once B.Y. ages out, Mother will claim R.Y. every year and Father will continue claiming T.Y. Once T.Y. ages out, the parties agree to alternate R.Y. every year, with Mother claiming the minor child for odd-numbered tax years, and Father claiming the minor child for even-numbered tax years.

- a. Either parent's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support

obligations by December 31st of the particular tax year. Utah Code 81-6-210(4)(a).

b. Either parent's right to claim the child on the tax returns for any particular tax year is subject to claiming the child resulting in a tax benefit in any particular tax year. Utah Code 81-6-210(3)(b).

c. If a parent cannot claim the child on his/her returns for a particular tax year, then the other parent is automatically entitled to claim the child on his/her returns for that year.

SPOUSAL SUPPORT

32. Spousal Support: Trevor shall pay Kaeley alimony in the amount of \$2,846.00 starting on June 1, 2026. Alimony shall automatically and permanently terminate (1) on July 31, 2033, (2) upon the remarriage of Kaeley, (3) upon the cohabitation of Kaeley, or (4) upon the death of either party, whichever occurs first.

REAL PROPERTY

33. Real Property. During the course of the marriage, the parties acquired a home and real property located at 14727 S. Alpine Peak Dr., Draper, UT 84020. The home has appraised at \$930,000. Trevor shall be awarded exclusive use and possession of the marital home and all the equity therein. Trevor will be responsible for the monthly mortgage payments and maintenance of the home. Trevor shall refinance the home into his name alone within sixty (60) days of the entry of the Decree of Divorce. The parties will take the necessary steps to contact a real estate attorney to

provide a quit claim deed to remove Kaeley's name off the deed of the home within thirty (30) days of the date of entry of the Decree of Divorce.

VEHICLES

34. Vehicles. The parties have acquired certain vehicles which will be awarded as follows:

Vehicle:	Awarded to:
2023 Toyota Tundra	Trevor
2022 Jeep Grand Cherokee	Kaeley

- a. The parties will bear any expenses related to the vehicles awarded to them and will refinance the vehicles to remove the other parties name from the vehicle loans attached to the vehicles they were awarded. The parties agree that they will work together to refinance any vehicles loans as they agree.

PERSONAL PROPERTY

35. Personal Property. The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation. The parties shall divide their marital property as they agree and if they are unable to agree they shall mediate the issue.

FINANCIAL ACCOUNTS AND DEBTS

36. Financial Accounts. During the marriage, the parties acquired certain financial accounts. The parties shall be awarded the accounts in their own name as follows:

ACCOUNT	AWARDED TO:
MACU Checking #0580	Trevor 100%
UCCU Checking #1606	Trevor 100%
Cross River Bank Checking # 0747	Trevor 100%

MACU Checking #1957	Kaeley 100%
Capital One Checking #9732 (Jointly Held)	CLOSE
Optum HSA (Trevor's)	Trevor 100%
Fidelity HSA (Trevor's)	The remaining balance for the children's braces will be paid in full from the account's funds. The remaining funds in the HSA will be split equally, 50/50.

a. The jointly held account will be closed within 30 days of entry of the Decree of Divorce.

37. Retirement Accounts. During the marriage, the parties acquired retirement accounts that shall be distributed as follows:

ACCOUNT	Owner	AWARDED TO:
Principal 401(k) #4910	Trevor	Kaeley 100%
Fidelity IRA #7836	Trevor	Kaeley 100%
Fidelity IRA #0269	Kaeley	Kaeley 100%

a. The parties shall need a Qualified Domestic Relations Orders ("QDRO") to rollover awarded funds from the 401(k) to Kaeley. The parties agree to retain a mutually agreed upon attorney withing thirty (30) days of entry of the Decree of Divorce to draft the QDRO and shall be equally responsible for any administrative or attorney fees associated with the preparation and processing of the QDRO.

38. Debts. During the marriage, the parties acquired debts that shall be distributed as follows:

ACCOUNT	Owner	AWARDED TO:
UCCU Credit Card	Trevor	Trevor 100%
Affirm Credit	Trevor	Trevor 100%
Squire	Trevor	Trevor 100%
MACU Business Credit Card	Kaeley	Kaeley 100%

39. Miscellaneous Investments. During the marriage, the parties acquired investments and other accounts that shall be distributed as follows:

ACCOUNT/ASSET	AWARDED TO:
Gold	Trevor 100%
Silver	Trevor 100%
Bitcoin 8807	Trevor 100%
Bitcoin 0747	Kaeley 100%, will liquidate at current value on date of this Agreement
Trilon	Trevor 100%

40. Equitable Offset. The parties agree that there will be a shortfall to Kaeley's portion of the marital assets awarded herein to get the parties to a global 50/50 split of the entirety of the marital assets and obligations. The parties agree that Kaeley will be awarded an additional \$106,900.00 from Trevor, payable within sixty (60) days from entry of the Decree of Divorce.

41. Marital Taxes. The parties shall equally split any tax refund or tax obligation for the 2025 tax year.

42. Life Insurance. The parties each have a life insurance policy, and the parties agree to maintain that policy in place, naming each other as the beneficiaries in their respective policies.

43. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

44. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to

pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

45. Hold Harmless: Each party will hold the other harmless on the debts ordered to be paid by him or her.

46. Creditors: The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

47. Notification to creditors: Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

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

49. Refinance: Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

MISCELLANEOUS PROVISIONS

- 50. Former Name:** Kaeley's name may be restored to her maiden name of "Smith", if she so desires.
- 51. Documentation Cooperation:** Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.
- 52. Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.
- 53. Attorney Fees:** Each party will pay his or her respective attorney fees.

IT IS SO ORDERED.

Approved as to form:

/s/ Kaeley Youd*

Kaeley Youd
Petitioner

/s/ Trevor Youd*

Trevor Youd
Respondent

*Electronically signed with permission. Original e-signature on file with the Aryno Law Firm.

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 14th day of June, 2026 she/he filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following were served via email:

Dawna Bentley
Peaceful Divorce solutions
dawna@peacefuldivorcesolutions.com

Trevor Youd
trevory@horrocks.com

Kaeley Youd
kaeleyyoud@gmail.com

/s/ Keyler Masinelli
