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Attorney for Petitioner

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

**In the matter of the marriage
of**

DECREE OF DIVORCE

WHITNEY A. MCNEIL,

Case No: 264401236

Petitioner,

Commissioner: Marian Ito

and

Judge: Tony F. Graf, Jr.

DAVID BRIAN MCNEIL,

Respondent.

The Petitioner filed a Petition for Divorce on the 23rd day of April 2026. The Respondent filed an Answer on the 20th day of May 2026. The Petitioner signed a Stipulation and Settlement Agreement on the 8th day of July 2026. The Respondent signed a Stipulation and Settlement Agreement on the 7th day of July 2026. The Court, having reviewed the Petitioner's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously

entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby Order, Adjudge, and Decree as follows:

DECREE OF DIVORCE

The marriage contract between the parties is now dissolved, and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

- 1.** Whitney was an actual and bona fide resident of Utah County, State of Utah, for more than three months before filing this action.
- 2.** This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102.
- 3.** This Court has jurisdiction to make child custody and parent-time determinations pursuant to the current Utah Code Ann. §78B-13-101 *et seq.* at time of Decree, because Utah is the home state of the children at the time of the commencement of this proceeding.
- 4.** Utah was the home state of the children at least six months before the commencement of these proceedings.

GROUND

- 5.** Whitney and David were married on the 17th day of August 2007, in Salt Lake City, Salt Lake County, State of Utah, and are presently married.

6. During the marriage, the parties have encountered irreconcilable differences that make continuation impossible.

7. As a result of the aforesaid grounds, the parties were separated on the 1st day of January 2026.

MANDATORY PARENTING AND ORIENTATION COURSES

8. Whitney and David are required by law to attend the “Mandatory Parenting and Orientation Courses.” The parties have taken these courses or will do so within thirty days of the signing of the Stipulation.

CHILD CUSTODY AND PARENT-TIME

9. There have been five children born as issue of this relationship and marriage; however, only four children remain under this court’s jurisdiction, to wit: A.D.M., born November 2010; J.V.M., born May 2013; B.A.M., born February 2016; and E.M.M., born January 2021.

10. Neither party is currently pregnant.

11. There are no proceedings in juvenile or any other court regarding custody, criminal, protective orders, or delinquency involving the above-named children.

12. Whitney is a fit and proper parent and is awarded primary physical custody of the children, with the parties to share the legal care, custody, and control of the children, subject to David’s right to exercise their parent-time at reasonable times and places. If the parties cannot agree upon said parent-time, parent-time shall be

determined pursuant to the present statutory parent-time as outlined in the current Utah Code Ann. §81-9-303, attached hereto and incorporated herein as **Exhibit A**.

13. The parties shall also follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit B**.

14. In the event that either party plans to move 50 miles or more from the residence of the other parent, that party shall abide by the provisions of the current Utah Code Ann. §81-9-209, which is attached hereto and incorporated herein as **Exhibit C**.

CHILD SUPPORT

15. David is ordered to pay Whitney a sum of not less than the statutory amount per month as provided in the current Utah Code Ann. §81-6-303 at time of Decree, for child support.

16. Whitney is employed part-time on a case-by-case need basis as a substitute teacher by Walden School of Liberal Arts and the Department of Workforce Services (Office of Childcare). As such, she should be imputed a gross monthly income of \$1257.

17. David is currently employed by American Express, where he earns a gross income of \$15,015 per month.

18. In accordance with the current Utah Code Ann. §81-6-213, at time of Decree and based upon the parties' respective gross monthly incomes and the uniform child support worksheet, David shall pay

Whitney a monthly sum of \$2115, effective May 1, 2026, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit D**, continuing each month thereafter until 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 becomes a member of the armed forces of the United States, or is emancipated.

19. When a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, or becomes self-supporting (whichever occurs later), the base child support award shall automatically be reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award may not be reduced by a per-child amount derived from the base child support award that was originally ordered.

20. All child support payments shall be paid in full by the first of every month.

21. Child support shall be modifiable as outlined in the current Utah Code Ann. §81-6-212(5) at time of Decree.

22. Each parent shall notify the other within thirty days of any 30% or greater change in monthly income.

EXTRACURRICULAR ACTIVITIES

23. The parties shall equally share the costs of the following expenses so long as they are agreed upon in writing: children's school tuition, fees, and extracurricular activities. A party who incurs a qualifying expense shall provide written verification of the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification.

24. The parties shall equally share the costs of all the children's extracurricular activities upon which they agree in writing. A party who incurs an extracurricular expense shall provide written verification of the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. If the parties do not agree on a particular activity, the party that enrolled the children in that activity shall be solely responsible for the cost thereof. Unless the parties agree, a party shall not enroll the children in an extracurricular activity that conflicts with the other party's parent-time. All the extracurricular activities the children are currently enrolled in are considered to have already been agreed upon in writing.

25. If a party decides they cannot afford the ongoing costs of an extracurricular activity, they must provide notice to the other parent at

least thirty days prior to the children's next season/billing cycle for the activity.

CHILD CARE

26. The parties shall equally share all reasonable work-related, career, or educational or occupational-related child care expenses as incurred by either party on behalf of the children.

27. If an actual expense for child care is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense.

28. The party who incurs a qualifying child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within thirty calendar days of the date of the change.

MEDICAL-RELATED EXPENSES

29. The parties must work together to provide health care coverage for the medical expenses of the children, pursuant to Utah Code Ann. §81-6-208, attached hereto and incorporated herein as **Exhibit E**.

30. The parent who provides insurance for the children shall promptly provide the other parent with a duplicate insurance card.

31. Any reasonable out-of-pocket medical expenses incurred for the children must be equally shared between the parties. The party incurring such medical expense must provide written verification of it and proof of payment to the other parent within thirty days. The other parent must then reimburse them within thirty days of receiving the verification.

32. Whenever possible, each party must create its own separate billing account.

33. If payment collection and/or income withholding through the Office of Recovery Services occurs, the parties must provide written verification to ORS within thirty days of insurance enrollment, insurance premiums, and any change in coverage or premiums.

34. The parties agree that double coverage should be avoided unless both agree it is in the best interests of the minor children. In the event they do agree, each party shall then be responsible for its own insurance premiums.

35. If a parent's insurance plan does not cover a child but that child could be covered by that parent's romantic partner's insurance plan, the insurance plan of that person shall be treated as if it were the plan of the parent.

36. While the parties are exercising joint physical custody, each party shall be ordered to assume and be responsible for fifty percent of

any out-of-pocket amount incurred for school, including private school tuition, or extracurricular activities that the children are involved in. While the parties are exercising joint physical custody, each party shall be responsible for providing clothing, school supplies, personal hygiene, and other necessities for the children when the children are in their care.

SCHOOL FEES

37. The parties shall equally split the costs of the children's school fees, school lunches, and school uniforms. Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

PERSONAL PROPERTY

38. During the course of the marriage, the parties acquired personal property that shall be divided as follows:

- a. Whitney: 2023 Toyota Sienna and her individual personal financial accounts.
- b. David: 2018 Tesla Model X 75D and his individual personal financial accounts.
- c. Any property not listed above shall be awarded to the party currently in possession of it at the time of the Decree.

39. In addition to the items listed above, the parties will divide the remaining personal property as they agree. To the extent there are any

disputed items, the parties will create a comprehensive list and take turns selecting items until all are gone. The parties will flip a coin to determine who selects first.

40. Neither party shall be responsible or obligated to carry and pay for automobile insurance coverage for the other party following entry of the parties' Decree of Divorce. Once the parties' Decree of Divorce is entered, the parties shall obtain their own independent automobile insurance policies and shall be solely responsible for the costs.

41. The parties are awarded their individual financial accounts.

42. Each party shall remove the other party's name from any current vehicle insurance policy within thirty days of entry of the parties' Decree of Divorce (if any such policy exists).

43. Each party shall remove the other party's name from any current vehicle's title and/or loan within thirty days of entry of the parties' Decree of Divorce (if any such shared title or loan exists).

44. The parties shall duplicate any desired family pictures and videos so that each party has a copy within thirty days of the signing of the Stipulation. The parties shall share the duplication costs equally.

45. All property and all property rights that may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources shall be awarded to the party from whose family/parents it came.

46. Upon entry of the parties' Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name within thirty days of entry of the parties' Decree of Divorce.

REAL PROPERTY

47. During the course of the marriage, the parties acquired real property located at 713 West 100 South, Springville, Utah 84663 ("Property"). Whitney is awarded the Property, and shall be solely responsible for all debts associated with the Property, including but not limited to mortgage payments, utilities, and other related expenses. The home's value will be determined through an appraisal by Jerry Webber, a Utah Divorce Real Estate Appraisal Expert. Both parties shall work together to complete this appraisal within fourteen days of entry of the Decree. Each party shall pay half the appraisal fee. Whitney shall then refinance the Property within five years of the appraisal, thereby removing David's name from the loan and paying them their half of the equity in the Property, after first subtracting the amount owed on the second mortgage and Whitney's portion of the retirement-type account.

48. In the event Whitney does not make the mortgage payments for a period of three months, David may request that the Property be refinanced immediately or that the Property be immediately sold.

Should this happen, the parties agree to follow their real estate agent's advice, including raising or lowering the asking price, and not to unreasonably delay or frustrate the timely sale of the Property.

49. During the course of the marriage, the parties acquired a vacation ownership program ("Timeshare"). Neither party desires the Timeshare. Whitney shall list the Timeshare for the real estate market to be sold. The parties agree to use Joe Gordon, Certified Divorce Real Estate Expert (CDRE), as their real estate agent to facilitate the sale. Until the Timeshare is sold, the parties shall be equally awarded the exclusive use and possession of the Timeshare and shall be solely responsible for all debts associated with the Timeshare, including but not limited to mortgage payments, utilities, annual maintenance fees, and other related expenses. If any profits are made from the sale of the Timeshare, the parties will split the proceeds equally.

DEBTS AND OBLIGATIONS

50. During the course of the marriage, the parties jointly acquired debts, liabilities, and obligations to third parties that shall be equitably divided:

- a. Whitney: Nelnet student loan, forever holding David harmless therefrom. Half of the Beyond Finance debt repayment program and medical debt.

b. David: His student loan, forever holding Whitney harmless therefrom. Half of the Beyond Finance debt repayment program and medical debt.

51. The parties shall be mutually restrained from incurring additional liability on joint debts or credit lines. After the parties pay the joint credit cards as outlined herein, they shall remove the other party from the accounts, or the accounts shall be closed.

52. Once divided, the responsible party shall indemnify and hold the non-responsible party harmless on any debt, liability, or obligation associated with them. The responsible party shall not include the debts in any bankruptcy petition.

53. If other joint debts are discovered after the Decree is entered, the person who incurred the debt must be solely responsible for it.

NOTICE TO CREDITORS

54. The parties shall provide a copy of the parties' Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

55. Therefore, each party shall:

- a. Send a copy of the parties' Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;

- c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.
- d. Provide written proof of the above actions for each account in question to the other party within sixty days of the parties' Decree of Divorce being entered.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

56. During the course of the marriage, the parties have acquired an interest in stocks, bonds, mutual funds, cryptocurrencies, life insurance policies, retirement, credit card rewards miles and/or points, trusts, and/or pension-related assets. All such items shall be equally divided. The Woodard Formula shall be used when applicable.

PROPERTY SETTLEMENT

57. David shall pay to Whitney fifty percent of his annual American Express bonus each and every year, within five days of receiving it, by automatically transferring it to her account. David shall provide

Whitney with written verification of the total bonus amount within two days of receiving it.

ALIMONY

58. David shall pay alimony to Whitney in the amount of \$5000 effective May 2026, and continuing each month thereafter until the earliest of the following events to occur: (1) Whitney's death; (2) Whitney's remarriage or cohabitation with another person; (3) or the expiration of a term no longer than the length of the marriage of the parties. Payment shall be paid in full by the first of every month.

59. For the purposes of alimony modification, the following shall not be considered a substantial material change in circumstances: David's retirement, changes in David's employment, changes in David's financial circumstances, and/or changes in relevant industry market conditions.

HEALTH INSURANCE

60. David presently maintains insurance for the parties and must continue to do so throughout the divorce proceedings. After that, each party must obtain their own health insurance.

TAX FILING

61. The Petitioner and Respondent shall file their taxes individually beginning with the year 2026.

CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS

62. The parties shall each be entitled to claim two of the children for income tax deduction purposes, both State and Federal, each and every year beginning for the tax year 2026, as provided in the current Utah Code Ann. §81-6-210 at time of Decree. David shall claim A.D.M. and J.V.M., and Whitney shall claim B.A.M. and E.M.M.

63. Pursuant to the current Utah Code Ann. §81-6-210 at time of Decree, if the non-custodial parent is not current in their child support obligation by December 31st, the tax exemption, deduction, or credit shall automatically revert to the custodial parent.

ATTORNEY'S FEES AND COSTS

64. Whitney needs assistance with her attorney's fees and costs, and it is reasonable, necessary, and proper that David pay half of Whitney's attorney's fees and court costs.

FULL DISCLOSURES

65. If one party does not disclose an asset to the other party, the party discovering the undisclosed asset or assets must be awarded it in its entirety.

ENFORCEMENT

66. In the event that either party fails to comply with any of the terms and conditions set forth in the parties' Decree of Divorce, it is fair and reasonable that the party in default be liable to the other for

the reasonable attorney fees they incurred in order to enforce said terms and conditions.

MISCELLANEOUS PROVISIONS

67. Each party is ordered to take any action and to execute and deliver to the other party all such documents as required to implement the provisions of the decree entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint someone else to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

68. Whitney shall be entitled to resume the use of her maiden name of Elton at any time, should she so choose.

69. Before filing any Petition to change any provision of the parties' Decree of Divorce, the parties shall first attempt to resolve the issue(s) through mediation.

-- END OF ORDER --

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for

signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

Dated this 29th day of July 2026.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of July 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

David Brian McNeil
Respondent - *Pro Se*
713 West 100 South
Springville, Utah 84663

☒ U.S. Mail
☐ Hand Delivery
☐ Facsimile
☐ Electronic Filing

Whitney McNeil

☒ E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner