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Attorney for Rachel McAdams

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

RACHEL MCADAMS

And

JOHN LEE MCADAMS, JR.

DECREE OF DIVORCE

Case No.: 264701123

Judge: Joseph Bean

Commissioner: Julie Winkler

WHEREAS, the Petitioner, Rachel McAdams ["Rachel"] having filed a Verified Petition for Divorce against John Lee McAdams, Jr. ["John"], and the parties having reached a final resolution by filing a Stipulation and Property Settlement Agreement resolving all issues, **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREE AS FOLLOWS

1. JURISDICTION:

- a. That Rachel is a resident of Davis County, State of Utah and has been residing in Davis County for at least three (3) months prior to the commencement of this action.
- b. Under Utah Code Ann. § 81-4-402 this Court has jurisdiction over the subject matter of this action and the parties thereto.

2. DIVORCE: The parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

3. GROUNDS: Irreconcilable differences have arisen between the parties and the marriage is irretrievably broken.

4. CHILD: These orders pertain to the following child, to-wit:

a. During the parties' relationship, John adopted Rachel's minor child, K.M., in 2022 and is presently K.M.'s legal parent.

b. The parties further acknowledge that John intends to voluntarily relinquish his parental rights with respect to K.M. through a separate proceeding in the court having appropriate jurisdiction. The parties understand and agree that the termination of John's parental rights is subject to the approval of that court and a determination that the relinquishment and termination are in K.M.'s best interest.

c. Nothing contained in this Decree of Divorce shall be construed as terminating John's parental rights or as requiring a court of competent jurisdiction to accept the contemplated voluntary relinquishment.

d. The parties anticipate that, upon entry of a final order terminating John's parental rights, John shall thereafter have no continuing rights or obligations concerning the custody, parent-time, prospective support, or prospective medical support of K.M., except as otherwise required by law or ordered by a court of competent jurisdiction.

e. Until such time as a final order terminating John's parental rights is entered, the parties acknowledge that John remains K.M.'s legal parent and that any obligations

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concerning K.M., including child support and medical support, remain subject to applicable Utah law and further order of the Court.

5. CUSTODY:

- a. Legal Custody: Rachel shall be awarded sole legal custody of the minor child.
- b. Physical Custody: Rachel shall be awarded sole physical custody of the minor child.

6. CHILD SUPPORT AND DEVIATION:

- a. For child support purposes, Rachel's gross monthly income is imputed at \$3,238.00
- b. For child support purposes, John's gross monthly income is imputed at \$4,240.00
- c. The presumptive child-support obligation has been calculated pursuant to the Utah Child Support Guidelines using a sole physical custody worksheet.
- d. The parties acknowledge that the amount calculated under the Utah Child Support Guidelines would ordinarily constitute John's monthly child-support obligation. However, the parties request a deviation from the presumptive guideline amount based upon the particular circumstances of this case, including the parties' overall financial arrangements and the pending proceeding concerning the termination of John's parental rights as to Kyren.
- e. Pending entry of a final order resolving the termination proceeding, John shall pay child support in the deviated amount of Fifty Dollars (\$50.00) per month for the benefit of Kyren.

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f. In lieu of making the Fifty Dollar (\$50.00) monthly payment directly to Rachel, John shall deposit Fifty Dollars (\$50.00) each month into a separate account established for Kyren's benefit. Funds deposited into the account shall be maintained and used for Kyren's personal needs and benefit, including educational expenses, clothing, extracurricular activities, personal items, entertainment, transportation, and other reasonable expenses associated with Kyren's care and welfare.

g. The parties agree that the foregoing deviation is appropriate under the particular circumstances of this case and serves Kyren's best interests by providing continued financial support for Kyren while the termination proceeding remains pending.

h. Upon entry of a final order terminating John's parental rights as to Kyren, John's prospective child-support obligation established under this Decree shall terminate, subject to the terms and legal effect of the final termination order and applicable law. Any child support that accrued prior to the effective date of termination shall remain subject to enforcement unless otherwise ordered by the Court.

i. The parties respectfully request that the Court approve the foregoing deviation from the Utah Child Support Guidelines and incorporate the deviation into this Decree.

7. INCOME TAX/INCOME TAX DEDUCTIONS:

a. The parties shall file separate federal and state income tax returns for the 2026 tax year and for each tax year thereafter unless otherwise agreed in writing.

b. Rachel shall claim K.M. on her 2026 tax return and every year thereafter.

c. Each party shall indemnify, defend, and hold each other harmless from any liability, collection efforts, penalties, interest, attorney fees, costs, or damages arising from or related to any tax obligations from here forward. Each party shall be solely responsible for any requirement of payment and satisfaction of those obligations and shall take all actions necessary to prevent the other party from being held liable for any portion thereof. Each party shall promptly satisfy any such tax debts and shall indemnify and hold the other harmless from any claims, liens, levies, offsets, garnishments, or collection actions arising therefrom.

d. Each party shall be solely responsible for any income tax liability arising from his or her own earnings, deductions, credits, and financial activities beginning with the 2026 tax year.

8. REAL PROPERTY: During the parties' relationship, there has not been a purchase of real property.

9. PERSONAL PROPERTY:

a. That Rachel is awarded the following:

a. That Rachel is awarded her pre-marital personal property.

b. That Rachel is awarded any gifts she has received during the marriage.

c. That Rachel is awarded the personal property currently in her possession, except as otherwise awarded herein.

d. In addition, Rachel is specifically awarded the following property including, but not limited to:

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1. Her 2018 Nissan Rogue Sport;
2. The dog “Jameson;” and
3. Her wedding ring.

b. That John is awarded the following:

- a. That John is awarded his pre-marital personal property.
- b. That John is awarded any gifts he has received during the marriage.
- c. That John is awarded the personal property currently in his possession, except as otherwise awarded herein.
- d. In addition, John is specifically awarded the following property including, but not limited to:

1. His 2018 Ford Explorer.

10. **BANK ACCOUNTS:**

a. Joint Bank Account. The parties currently maintain a joint bank account, which has previously been used by the parties for the transfer of funds between them. The parties acknowledge that there are presently no funds being held in the joint account. The parties shall cooperate in closing the joint account by August 24, 2026.

b. No Further Use of Joint Account. Effective immediately, neither party shall deposit funds into, withdraw funds from, initiate transfers through, incur charges against, or otherwise use the joint account, except as may be reasonably necessary to effectuate its closure. Neither party shall cause or permit any overdraft, fee, charge, or other liability to be incurred against the joint account prior to its closure.

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c. **Cooperation in Closure.** Each party shall timely execute any documents and take any other reasonable action required by the financial institution to close the joint account. Upon closure, the party receiving confirmation from the financial institution shall provide the other party with documentation confirming that the account has been closed and has a zero balance.

d. **Individual Bank Accounts.** Except as otherwise specifically provided in this Agreement, each party shall be awarded, as his or her sole and separate property, any checking, savings, money market, or other deposit account maintained solely in his or her individual name, free and clear of any claim by the other party.

e. **Liabilities Following Separation.** Neither party shall access, withdraw from, transfer funds from, or otherwise exercise control over any bank account held solely in the other party's name. Any fees, overdrafts, charges, or other liabilities incurred by a party in connection with his or her individual accounts on or after June 6, 2026, shall be the sole responsibility of that party.

f. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

11. DEBTS:

a. **Debts Assigned to Rachel.** Rachel shall be solely responsible for the timely payment of, and shall indemnify and hold John harmless from, the following debts and obligations: Her 2018 Nissan Rogue car loan;

1. Capital One credit card;

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2. Capital one/Venture credit card;
3. Care Credit credit card;
4. Synchrony credit card;
5. Upgrade credit card;
6. Mountain America Credit Union credit card;
7. Avant credit card;
8. Any medical bills for K.M.; and
9. Any and all debts incurred in her individual name since the parties' separation considered June 6, 2026.

b. Debts Assigned to John. John shall be solely responsible for the timely payment of, and shall indemnify and hold Rachel harmless from, the following debts and obligations:

1. His 2018 Ford Explorer vehicle loan;
2. The loan associated with his 2018 Ford Explorer, subject to the refinance and other requirements set forth herein;
3. Any medical bills incurred for John;
4. Any and all debts incurred by John on or after the parties' date of separation, June 6, 2026; and
5. Any and all debts, loans, financing obligations, credit purchases, or other liabilities associated with John's recently acquired motorcycle, including, but not limited to, any loan or financing used to purchase

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the motorcycle and any debt incurred for motorcycle parts, accessories, modifications, maintenance, repairs, equipment, riding gear, helmets, apparel, or other items purchased in connection with the motorcycle;

6. Any and all amounts owed by John to Affirm, including any installment loans, buy-now-pay-later obligations, or other financing arrangements obtained through Affirm;

7. Any debt incurred by John for personal purchases, including motorcycle gear, equipment, electronics, recreational items, or other goods purchased by or for John, regardless of the account, credit card, financing arrangement, or payment method used to make such purchases; and

8. Any and all other debts or financial obligations not specifically assigned to Rachel in Paragraph 8(a) above, whether presently known or subsequently discovered, to the extent such debts were incurred by John or for his sole or primary benefit.

9. John shall indemnify, defend, and hold Rachel harmless from any and all liability associated with the foregoing debts, including principal balances, interest, late fees, penalties, collection costs, attorney fees, and other charges arising therefrom. To the extent Rachel's name or credit is associated with any such debt, John shall take all reasonable

steps necessary to remove Rachel from the obligation and shall not incur any additional charges or indebtedness on the account.

- c. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms by August 24, 2026.
- d. Neither party shall incur any additional liability on joint credit cards or use the other's name to open any credit of any sort.
- e. The parties are aware of no other joint debts not otherwise addressed and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it.
- f. The payment of the debts set forth above are non-dischargeable in bankruptcy, solely as to the indemnification of the other party.

2. VEHICLE REFINANCE:

- a. **Refinance Requirement.** John shall have until February 10, 2027 to refinance the loan associated with the 2018 Ford Explorer into his sole and separate name and to obtain the full release of Rachel from any and all liability associated with the vehicle and/or the loan securing the same.
- b. **Vehicle Payments.** Until such time as the 2018 Ford Explorer is successfully refinanced and Rachel is fully released from liability, John shall be solely responsible for making all payments associated with the vehicle when due and shall ensure that the

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loan remains current and in good standing. John shall not make, or permit, any late or missed payment that may negatively affect Rachel's credit.

c. Proof of Current Payments. Upon execution of this Agreement, John shall provide Rachel with documentation from the lender demonstrating that the loan associated with the 2018 Ford Explorer is current and that there are no past-due amounts owing. Thereafter, upon reasonable request, John shall provide Rachel with documentation sufficient to verify that all required payments have been timely made and that the loan remains current and in good standing.

d. Notice of Delinquency. John shall immediately notify Rachel in writing if any payment becomes delinquent, if he receives any notice of default, repossession, acceleration, or other adverse action from the lender, or if he otherwise becomes aware of any circumstance that could negatively affect Rachel's credit or liability relating to the 2018 Ford Explorer.

e. Failure to Refinance. If John has not completed the refinance and obtained Rachel's full release from liability within six (6) months from the date of execution of this Agreement, the 2018 Ford Explorer shall immediately be listed for sale at a commercially reasonable price and shall be sold as soon as reasonably practicable. John shall timely execute all documents and take all actions reasonably necessary to effectuate the sale and satisfy the outstanding loan obligation.

f. Indemnification. John shall indemnify, defend, and hold Rachel harmless from any and all liability, indebtedness, deficiencies, late fees, penalties, collection costs,

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repossession expenses, and other amounts arising from or relating to the 2018 Ford Explorer or the loan associated therewith, including any amounts remaining due following the sale or disposition of the vehicle.

g. No Further Encumbrances. Until Rachel has been fully released from liability, John shall not refinance, modify, extend, defer, increase, or otherwise alter the indebtedness associated with the 2018 Ford Explorer, nor pledge or further encumber the vehicle, without Rachel's prior written consent.

h. Proof of Release. Within ten (10) days following the refinance, payoff, or sale of the 2018 Ford Explorer, John shall provide Rachel with written documentation from the lender confirming that the obligation has been satisfied or refinanced and that Rachel has been fully released from any further liability.

3. MEDICAL INSURANCE:

a. Removal from John's Health Insurance. Upon entry of the Decree of Divorce, John may remove Rachel from any medical, dental, and/or vision insurance coverage maintained by John for Rachel, as the entry of the Decree constitutes a qualifying life event permitting a change in coverage.

b. Coverage for K.M. Upon entry of the Decree of Divorce, and provided that doing so is consistent with the parties' obligations concerning health insurance coverage for K.M. as set forth elsewhere in this Agreement and/or the Decree, John may also remove K.M. from the medical, dental, and/or vision insurance coverage maintained through John.

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c. Cooperation and Documentation. Each party shall timely execute any documents and take any reasonable actions necessary to effectuate the change in insurance coverage. Upon request, John shall provide Rachel with documentation confirming the effective date upon which Rachel and, if applicable, K.M. will no longer be covered under John's insurance plan.

d. Responsibility for New Coverage. Following termination of her coverage under John's insurance plan, Rachel shall be solely responsible for obtaining and maintaining medical, dental, and vision insurance coverage for herself. The parties' respective obligations regarding the cost and maintenance of health insurance coverage for K.M., as well as the allocation of uninsured and unreimbursed medical expenses for K.M., shall be governed by the applicable provisions of this Agreement and the Decree.

4. ALIMONY:

a. As part of the parties' negotiated resolution of all issues arising from their marriage and their mutual desire to resolve this matter amicably and without further litigation, Rachel knowingly and voluntarily waives any claim to alimony or spousal support from John, now and in the future.

b. Accordingly, neither the Decree of Divorce nor any subsequent order shall require John to pay alimony to Rachel. Rachel's waiver of alimony is intended to be final and permanent, and the Court shall not retain jurisdiction to subsequently award alimony to Rachel.

c. John likewise waives any present or future claim for alimony or spousal support from Rachel, and the parties intend that the issue of alimony be fully and finally resolved upon entry of the Decree of Divorce.

5. RETIREMENT BENEFITS/STOCKS/INVESTMENTS:

a. As part of the parties' negotiated resolution of all issues arising from their marriage and their mutual desire to resolve this matter amicably and without further litigation, Rachel knowingly and voluntarily waives any marital interest or claim she may have in any retirement, pension, 401(k), 403(b), IRA, deferred compensation, profit-sharing, employee benefit, or other retirement account or benefit held in John's name, whether presently known or subsequently identified, including any portion accrued or earned during the parties' marriage.

b. John shall therefore be awarded, as his sole and separate property, all retirement accounts, pension benefits, deferred compensation accounts, and other retirement benefits held in his name, free and clear of any right, title, interest, or claim by Rachel. No Qualified Domestic Relations Order ("QDRO") or other order dividing John's retirement benefits shall be required.

c. John likewise waives any marital interest or claim he may have in any retirement, pension, 401(k), 403(b), IRA, deferred compensation, profit-sharing, employee benefit, or other retirement account or benefit held in Rachel's name, and Rachel shall be awarded all such accounts and benefits as her sole and separate property, free and clear of any claim by John.

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d. The parties intend this provision to constitute a full and final resolution of any claims either party may have against retirement accounts or retirement benefits held in the other party's name.

6. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

c. Unless otherwise agreed the foregoing shall be completed by August 24, 2026.

7. TIMELINES, TRANSFERS, AND COOPERATION: Unless otherwise specifically stated herein, each party shall complete all acts necessary to effectuate the Stipulation and Property Settlement Agreement by August 24, 2026, including signing and delivering any titles, registrations, releases, account documents, insurance documents, creditor forms, refinance documents, or other documents reasonably necessary to transfer property, remove names from debts/accounts/titles/policies/utilities, close accounts, or otherwise carry out the terms of this Agreement. Each party shall cooperate in good faith and shall not delay or interfere with the other's performance; if a party fails to timely cooperate or complete any

required act, the non-defaulting party may seek enforcement from the Court, including attorney fees and costs incurred as a result of the default.

8. MAIDEN NAME: That Rachel may be restored to her maiden name of “Rachel Wood” if and when she so chooses to do so.

9. MUTUAL RESTRAINING ORDER:

- a. Both parties shall not commit, try to commit, or threaten to commit any form of violence against the other.
- b. Both parties shall be restrained from engaging in harassing, stalking, threatening, physically hurting, causing any other form of abuse, or violent behavior of any type against the other.
- c. Both parties shall be restrained from entering the other’s residence without the other party’s permission or knowledge.
- d. Both parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party).
- e. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
- f. Neither party shall use the other party’s likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

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g. The parties shall not make any disparaging remarks to/and/or contact the other party's workplace or co-workers.

h. The parties shall delete all pictures that are of an intimate nature and shall ensure that they are not distributed in any form.

i. The parties shall no longer have access or use any passwords or accounts of the other person. The parties shall not electronically monitor the other person, such as air tags or other electronic monitoring devices. All permissions that have previously been granted to access anything like e-mail, or subscriptions is hereby revoked.

10. ATTORNEY FEES AND COSTS: That the parties agree that each shall pay their own attorney fees.

*****END OF DOCUMENT*****

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

By signing below, I also
give approval and
authorization for counsel to

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electronically sign this
document on my behalf
when it is e-filed with the
Court.

Approved as to form and content:

/s/John McAdams

John McAdams

Pro Se Respondent

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the Answer to Counter Petition to
the following as outlined herein:

X E-Mailed

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John McAdams
Johnnymac6932@gmail.com

Facsimile
Hand delivery
E-Filed

The foregoing was performed on September 16, 2026

/s/ Tammy Cragun

Paralegal

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