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IN THE THIRD JUDICIAL DISTRICT COURT
FOR THE COUNTY OF SALT LAKE, STATE OF UTAH

In the Matter of the Marriage of: MAKAYLA K. MCGOVERN, Petitioner, vs. JOHN R. MCGOVERN, Respondent.	DECREE OF DIVORCE Civil No. 254900852 Judge Kara Pettit Commissioner Russel Minas
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MCKAYLA K MCGOVERN, by and through her counsel of record, Kelly O White, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by affidavit as set forth in Utah Code Ann. §81-4-406(1). The parties having entered into a stipulation and agreement resolving all issues, being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE, and DECREE as follows:

GROUNDS

1. John R. McGovern and Makayla K. McGovern shall be awarded a Decree of Divorce as provided for by law terminating the marriage of the parties.

CUSTODY/PARENT-TIME

2. The parties have one (1) minor child born as issue of this marriage, namely G.P.M. (born October 29, 2020), currently age 5. No other children are expected.

3. Makayla shall be awarded sole physical custody of the minor child subject to John's reasonable right to parent-time as follows:

a. Regular Parent-Time. Parent-time shall occur as the parties may agree. If the parties are unable to agree to a parent-time schedule, the parties shall exercise parent-time pursuant to Utah Code § 81-9-209, except that the parties will share equally any costs for parent-time given the nature of John's disability and because his relocation was a direct result of this disability.

b. Holiday and Extended Parent-Time. Holiday parent-time shall occur as the parties may agree. If the parties are unable to agree to a holiday parent-time schedule, the parties shall be awarded holiday parent-time with the minor child pursuant to the schedule set forth in Utah Code § 81-9-209, except that the parties will share equally any costs for parent-time.

c. Designation. John shall be designated as the relocating/non-custodial parent, and Makayla shall be designated as the custodial parent.

d. Virtual Parent-Time. Each party shall be awarded liberal unmonitored telephone and virtual parent-time, if the equipment is reasonably available, with

the minor child during reasonable hours for a reasonable duration taking into account the minor child's schedule.

e. The parties shall be flexible in the adjustment of the parent-time schedule in the best interest of the minor child. Special considerations 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 lives of the children or in the life of either parent that may inadvertently conflict with the parent-time schedule.

4. Makayla shall be awarded sole legal custody of the minor child.

5. Each party shall be entitled to access the minor child's educational records, medical records, court records, and any other information or documents regarding the minor child.

6. Each party shall be entitled to make day-to-day decisions regarding the welfare of the minor child while the child is in that parent's care.

7. Parent-time Exchanges. Parent-time exchanges shall take place at a mutually agreed upon time taking into account the child's schedule, travel considerations, and the parties' work schedules. The party commencing parent-time shall be responsible for transporting the minor child. The minor child shall not be required to fly unaccompanied to visit John for parent-time until such a time as the parties agree she is old enough. At such a time, Makayla shall be responsible for transporting the minor child to the airport for her departing flight to John's home.

8. The parties shall implement, as applicable, the statutory advisory guidelines set forth in Utah Code § 81-9-202.

9. For emergency purposes, when the minor child of the parties' travels overnight with either parent, the party traveling with the child will provide the other party with the following information as soon as travel details are confirmed: a) an itinerary of travel dates, b) destination, and c) places where the child or traveling parent can be reached pursuant to Utah Code § 81-9-202(19).

10. Each party is restrained from making disparaging comments about the other party or permitting a third party from making disparaging comments about the other party in the presence of the minor child of the parties, and the parties should immediately remove the minor child from any such situation.

11. Each party is restrained from discussing the issues of this divorce action or the terms of this Agreement with or in the presence of a minor child of the parties or from allowing third parties to do the same, and the parties should remove the minor child from any such situation.

12. Each party is restrained from using the minor child of the parties as a messenger for any purpose.

CHILD SUPPORT AND RELATED PROVISIONS

13. Commencing February 1, 2026, Makayla is awarded base monthly child support from John in the amount \$30, which is the presumptive child support. The child support amount is determined using a sole custody child support worksheet utilizing Makayla's actual income and

John's child support income of zero as his only income is derived from Social Security Disability benefits. Presently, the child's disability benefits exceed John's child support obligation. John's disability benefits shall be credited against his child support obligation. Unless the Court orders otherwise, support for the child terminates at the time the minor child reaches the age of 18 or graduates with their normal and expected graduation date, whichever occurs later, the child dies, the child marries, the child becomes a member of the United States Armed Forces, or is otherwise emancipated.

ALIMONY AND RELATED PROVISIONS

14. Both Parties are capable of fully supporting themselves without the need of support from the other Party. They each therefore waive any claim for spousal support, past, present or future.

15. Each party will be responsible to pay for and maintain his or her own medical, health, vision, and dental insurance coverage and each shall be responsible for his or her own uninsured medical and dental costs.

PROPERTY AND DEBT DISTRIBUTION

16. During their marriage, the parties acquired certain personal property, which shall be divided between the parties as described below. During their marriage, the parties incurred certain debts and obligations, which shall be allocated between the parties as described below. The party assuming a particular debt or obligation shall indemnify, defend, and hold the other party harmless therefrom.

REAL PROPERTY

17. During the marriage, the parties acquired one relevant piece of real property located at 964 E 3385 S, Salt Lake City, Utah, 84106 (the “Marital Home”).

18. The House was sold during these proceedings for a total of \$725,510.54 which, after repayment of the mortgage loan and fees associated with the sale, amounted to a net profit of \$68,463.50.

19. The parties agree Makayla contributed approximately \$80,000 to the purchase of the parties’ first home and that the parties sold the first home and purchased the marital home. The parties agree John may have an argument that any premarital contributions to the purchase of the parties’ home has been commingled. In the interest of reaching a global resolution in this matter the parties agree Makayla shall be awarded all proceeds from the sale of the marital home.

PERSONAL PROPERTY

20. Each party is awarded his or her clothing, memorabilia, and personal effects.

21. Each party is awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage.

22. Makayla shall work with John’s mother, Sally Turk, to return to John, within 30 days of the execution of this agreement, several boxes of personal property Makayla has identified as John’s premarital and separate property.

23. Makayla is awarded the furniture and furnishings that were located in the marital home prior to the home’s sale.

24. Makayla is awarded the 2022 Volvo XC90 subject to Makayla assuming sole responsibility for any debt encumbering the vehicle holding John harmless therefrom. Makayla shall assume sole responsibility for the payment of any gasoline, maintenance, registration, and repairs associated with the vehicle.

DEBTS

25. The parties have no outstanding marital debt that requires division.

26. The parties recognize that this may not represent an equal division of the marital debts and assets. The parties agree, in the interest of settlement and resolution of this matter, the same represents an equitable division of the marital debts and assets.

FINANCIAL ACCOUNTS

27. During the marriage, the parties acquired certain financial accounts which shall be divided as follows:

a. Joint Chase checking and savings account ending 0201, now held in John's name only, with an approximate balance of \$13,000 shall be awarded to John free and clear of any claim by Makayla.

b. Joint Marcus Goldman Sachs account ending 5031 shall be equally divided between the parties.

c. Makayla's checking and savings account ending 8916 shall be awarded to Makayla free and clear of any claim by John.

- d. John's Chase Checking and Savings account ending 6057 shall be awarded to John free and clear of any claim by Makayla.

28. The parties are not aware of any other financial accounts acquired during the marriage.

RETIREMENT ACCOUNTS

29. During the marriage, the parties acquired certain retirement accounts. Specifically, Makayla acquired a retirement account with Mutual of America, account ending 8269 with an approximate value of \$69,302 and a retirement account with Fidelity, with an approximate value of \$42,683. John acquired at least one retirement account which was rolled over into a Medicaid compliant annuity in April 2023 with ELCO Mutual Life & Annuity with an approximate value of \$145,000. Each party is awarded the retirement account in his or her own name free and clear of any claim by the other party. The parties shall timely sign any document necessary to change the beneficiary status for each account.

NOTICE TO CREDITORS

30. Pursuant to Utah Code Ann. §§15-4-6.5, 81-3-105, and 81-4-406, as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

31. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.

- b. Notify that joint creditor of the current address for each party.
- c. Inform that 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 was not required to pay the debt.

NOTICE TO MEDICAL CREDITORS

32. Pursuant to Utah Code Ann. §§15-4-6.7, 81-3-105, and 81-4-406(1), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§81-4-406, 81-4-204, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

33. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child(ren).
- b. Notify the particular creditor of the party's current address.

34. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order as set forth above.

TAX PROVISIONS

35. The parties agree Makayla shall be entitled to claim G.P.M. as a dependency tax exemption on her individual income tax return unless and until John will realize a benefit for claiming G.P.M. Once John will realize a benefit for claiming G.P.M. as a dependency tax exemption, the parties shall equalize the use of the dependency tax exemption and attendant credit for the minor child. John shall be entitled to claim G.P.M. as a dependency tax exemption and credit in tax years ending in an odd number and Makayla shall be entitled to claim G.P.M. as a dependency tax exemption and credit in tax years ending in an even number.

MISCELLANEOUS PROVISIONS

36. Each party shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto within thirty (30) days of the entry of the Decree of Divorce.

37. Makayla may have her maiden name of McElroy restored to her if she so desires.

38. The parties shall not use the other party's name, likeness, image, identification, or credit to obtain credit, open an account for service, obtain any service, or for any other purpose.

39. A restraining order shall be entered enjoining each party from harassing, annoying or bothering the other party.

40. Each party shall pay his or her attorney fees and costs incurred in this action.

41. In the event a party discovers the other party has hidden an asset acquired during the marriage the Court will award said asset to the party who discovered the hidden asset free and clear of any claim by the party hiding the asset.

42. In the event a party discovers the other party has hidden a debt or obligation during the marriage the Court will hold the party that incurred the debt or obligation responsible holding harmless the party that did not incur the debt or obligation.

43. Unless otherwise provided by law, references to statutes or other applicable laws in this stipulation are to the statutes and laws in effect on the date of the execution of this stipulation. If the parties execute the Agreement on different dates, then the earliest date shall govern for statutory application and interpretation.

44. In the event of a dispute between the parties as to any matter arising out of or related to the Agreement and the Divorce Decree to be entered herein, the parties agree that they shall first attempt to resolve the matter in good faith between them, and if they are unable to do so, they shall participate in mediation with a mutually acceptable mediator before either party may initiate court action. The parties shall equally share the mediator's fees.

****ELECTRONICALLY ENTERED AND EXECUTED BY THE COURT AS INDICATED**

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Approved as to form:

DATED this April 20, 2026

/s/ Nicole Salazar-Hall
NICOLE SALAZAR-HALL
Attorney for Respondent
Signed by Kelly O. White with permission
of NICOLE SALAZAR-HALL

NOTICE OF RULE 7 URCP

You will please take notice that pursuant to Rule 7(j)(5) of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the foregoing Judgment for signature upon the expiration of seven (7) days from the date this notice is serve upon without response.

CERTIFICATE OF SERVICE

I hereby certify that on this March 30, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served via Email, upon the following:

Nicole Salazar-Hall
Attorney for Respondent
NSalazar-Hall@parsonsbehle.com

DATED March 30, 2026,

/s/ Kelly O. White
KELLY O. WHITE
Attorney for Petitioner

