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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

JENNIFER YOUNG,

Petitioner,

&

SEAN YOUNG,

Respondent.

DECREE OF DIVORCE

Case No. 264900649

Judge Laura Scott

Commissioner Kim M. Luhn

The above-entitled matter came before the Honorable Commissioner Kim Luhn. Petitioner is represented Amber McFee, of McFee Law, LLC. Respondent, acting pro se, was regularly served but failed to appear in person or otherwise file responsive pleadings, and the Court therefore enters Respondent's default. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, hereby,

ORDERS, ADJUDGES, AND DECREES:

PROVISION REGARDING FINALITY OF DIVORCE

1. Petitioner is awarded a Decree of Divorce from Respondent, which becomes final upon signature and entry herein.

PROVISIONS REGARDING CHILD CUSTODY AND PARENT PLAN

2. Parties have one child together, namely L.Y., born March 2009.

3. Pursuant to Utah Rule of Civil Procedure 100, Petitioner is unaware of any pending proceedings related to the child support, parent-time, or custody of Parties' minor child.

4. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the child have resided in the State of Utah for at least six months prior to the commencement of this action.

PROVISIONS REGARDING ALIMONY

5. Both parties are capable of supporting themselves and therefore will waive alimony from the other for now and in the future.

PROVISIONS REGARDING PERSONAL AND REAL PROPERTY

6. During the marriage, Parties acquired certain items of personal property. Parties' items of personal property is divided equitably as follows:

a. Jen is awarded what's left of her jewelry, the two dogs (Memphis and Nala), the family room furniture, living room furniture, one of the common area TVs, rugs, washer and dryer, garage fridge, spare bedroom furniture set, office furniture, computer monitor, Jen's and L.Y.'s owl pictures,

kitchen appliances, kitchen dishes and pans, kitchen glasses, dinner table and chairs, kitchen barstools, patio table and chairs and couch, the traditional BBQ, basement freezer, food storage, lawnmower and yard tools, holiday decorations, camping gear and float tubes, fishing poles, Jen's tools, and everything that belongs to Jen's dad.

b. Sean is awarded the bedroom set furniture for the master bedroom, one of the common area TV's (either the patio or family room TV), his personal clothing and hygiene items, miscellaneous kitchen items and knives, all of the smokers, his personal tools, his owl picture, and pictures of the wedding day and child that he would like.

c. Parties is awarded any remaining bank accounts in their own name.

d. Each Party is awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

e. The remaining personal property is divided as Parties agree. If Parties cannot agree to a personal property division, Parties will attend mediation.

7. During their relationship, Parties resided at the real property located at 218 E 7390 S Midvale, Utah 84047 (the "marital residence").

Petitioner is awarded the exclusive possession, use, and ownership of the home.

8. During the marriage, Parties acquired the following vehicles:

<u>Vehicle Type</u>	<u>Approx. Value</u>	<u>Primary User</u>
2008 Mazda 6	~\$5,000	Jen
~2006 GMC Tahoe	~\$3,000	Sean

9. Each Party is awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING ALLOCATION OF MARITAL DEBTS

10. During the marriage, Parties incurred marital debts that need to be divided.

<u>Debt</u>	<u>Approximate Total Balance</u>	<u>Required Payment Amount</u>	<u>Date Incurred</u>	<u>Creditor</u>	<u>Responsible Party</u>
Mortgage	~\$247,000.00	\$1858.00 monthly	July 2016	Chase	Jen
2 nd Mortgage	~\$50,000.00	\$391.41 monthly	January 2026	Kind Lending	Jen
Southwest Visa Credit Card	~\$1400.00	\$100.00 monthly	Nov. 2025	Visa	Jen
Unknown	Unknown	Unknown	Unknown	Unknown	Sean

a. Neither party shall incur any additional debt on the marital credit cards or other accounts.

b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

c. Each party shall be responsible for his or her own debts acquired since the date of the filing of the Petition.

d. Parties understand that for joint debts upon the entering of 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. Parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding Parties' separate current addresses.

**PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND
PARENTING PLAN**

11. Parties are awarded joint physical custody of the minor child.

12. Parties are awarded joint legal custody of the minor child. Parties will both have access to medical records, school records, court records, and any other information and records concerning their child. The major decisions concerning the child's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of Parties. Both parties will have the authority to make routine decisions regarding the child's day to day activities when the child is in his or her care.

13. Parent-time with Minor Child shall be as follows:

a. Reasonable parent-time shall be as Parties agree. The Parties will give weight to the Minor Child's extracurricular activities, work schedule, and desire to be with peers prior to scheduling parent-time.

b. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-305 — shall be the parent-time schedule Parties will follow:

i. Weekdays: Jen is awarded parent-time starting on Monday morning and ending Wednesday morning, and Sean is awarded parent-time beginning Wednesday morning until Friday morning. Exchanges will take at the time Minor Child's school begins or at 9 a.m. if school is not in session.

ii. Weekends: Parties will alternate weekend parent-time starting Friday morning and ending Monday morning. Exchanges will take at the time Minor Child's school begins or at 9 a.m. if school is not in session.

iii. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Jen's Years	Sean's Years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday	Odd	Even

	(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Memorial Day.	Even	Odd
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if Mother	All years if Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if Father	All years if Father
Juneteenth National	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth if the day before	Even	Odd

Freedom Day (or "Juneteenth")	Juneteenth is not Father's Day, or (b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd	Even
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is	Even	Odd

	dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before	(1) Holiday begins at 3 p.m.	Odd	Even

or After Minor Child's Birthday	(2) Holiday ends at 9 p.m.		
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a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child's attendance at school for that school day.

c. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

B. Notification: In even years, Jen may designate extended parent-time at any time and Sean may make a designation after May 1. In odd years, Sean may designate extended parent-time at any time and Jen may make a designation after May 1. A parent will make a designation at least 30 days before the day on which the designated two-week period begins.

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. Extended parent-time;
- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and
- iv. The schedule for weekday or weekend parent-time.

D. Additional Provisions: Prior to Sean exercises his parent-time, Sean must provide L.Y. with a separate room and his own bed to ensure that L.Y. has a comfortable place to stay.

PROVISIONS REGARDING PARENTING PLAN

14. Unless otherwise agreed upon, the receiving parent will provide transportation of the child.

15. If either party moves more than 150 miles from the other, Parties are bound by U.C.A. §30-3- 37, with Petitioner being designated as the custodial parent.

16. Each Party is awarded reasonable telephone or other electronic communication with Minor Child when Minor Child is at the other Party's home at reasonable times and for reasonable durations.

17. Whenever Minor Child travels with either parent, the traveling parent will provide the following to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;

- c. Places where Minor Child or traveling parent can be reached, and
- d. The name and telephone number of an available third person who would be knowledgeable of Minor Child's location.

18. Parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their child to deliver messages. Parties will use phone contact for emergencies or changes the date of the exchange.

19. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

20. Parties shall take affirmative steps to share school activity information concerning their child with each other on a frequent basis. Parties shall notify each other of any school programs extracurricular activities, and any sporting events their child may be involved in.

21. Special consideration is given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

22. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Child's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Parties may bring the issue(s) to mediation. If after a good faith mediation, Parties are unable to come to an agreement, Jen shall have the final say, subject to Sean's right to seek judicial review of the decision. Parties will share equally mediation fees incurred pursuant to this paragraph.

23. Each parent may make decisions regarding the day-to-day care and control of Minor Child when Minor Child is residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Child.

PROVISIONS REGARDING CHILD SUPPORT

24. Child Support shall be calculated as according to Utah Code Ann. §81-6-202 et seq.

25. Petitioner is employed and earns a gross monthly income of \$5,000.00.

26. Respondent is employed and earns a gross monthly income of an \$5,416.66.

27. According to Uniform Child Support Guidelines, joint child support worksheet beginning February 2026, Sean will pay \$31 as base child support until Minor Child becomes 18 years of age, or graduates from high school

during Minor Child's normal and expected year of graduation, whichever occurs later.

a. Pursuant to Utah Code, Sections 26B-9-302 through 412, Sean will make their child support payments directly to Jen.

b. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid Party initiating the case with the Office of Recovery Services.

c. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

d. The issue of child support arrearages may be determined by further judicial or administrative determination.

e. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

f. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

**PROVISIONS REGARDING SCHOOL, EXTRACURRICULAR ACTIVITIES,
AND OTHER EXPENSES WHEN PARENTS SHARE JOINT PHYSICAL
CUSTODY**

28. While Parties are exercising joint physical custody, each Party is Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or extracurricular activities that Minor Child is involved in. While Parties are exercising joint physical custody, each Party is responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Child when Minor Child is in their care.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

29. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child is available to either Party, it is reasonable and proper that the Party is required to maintain such insurance.

a. Both Parties will share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance. Minor Child's portion of the premium is calculated by dividing the premium

amount by the number of persons covered under the policy and multiplying the result by the number of minor child of Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party is responsible for their own insurance premiums.

b. Both Parties will share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

c. The parent ordered to maintain insurance will provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Child and, thereafter, on or before January 2 of each calendar year. The parent will notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs C and D above.

f. The parent to whom written verification is provided will reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jen shall be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Sean shall be secondary coverage for Minor Child. If Minor Child is not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and will retain the same designation as the primary or secondary plan of Minor Child.

h. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

30. Pursuant to Utah Code, Section 81-6-209, Parties will share equally the reasonable work-related or career- or educational- or occupational-training related child-care expenses actually paid by a parent.

a. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

b. The parent who incurs child-care expenses will provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent will notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. The parent to whom written verification is provided will reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

d. Child-care provided by a family member is presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

31. Parties will abide by the following mutual restraining orders:

a. Parties will not make disparaging remarks to one another or about one another in Minor Child's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

b. Parties will not speak with Minor Child about litigation between Parties.

c. Parties will not involve or speak with Minor Child about the issues in this matter.

d. Parties will not harass or threaten each other.

e. Parties will not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties will have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they will remove Minor Child from circumstances in which violations are occurring.

PROVISIONS REGARDING TAXES

32. Parties should file married, filing jointly for federal and state taxes for 2025. Any tax refund or liability should be paid by Party owing the tax or receiving the refund.

PROVISIONS REGARDING MINOR CHILD TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS

33. Parties will alternate claiming Minor Child as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

a. Jen is entitled to claim Minor Child for odd tax years and Sean is entitled to claim Minor Child for even tax years.

b. A Party must be current on all child-related support obligations by December 31st to claim Minor Child on that year's taxes.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

34. Each Party is responsible for their own costs and attorney's fees.

II. OTHER

35. Petitioner may choose to return to using her maiden name Dugdale or choose to hyphenate her maiden name with the marital name as follows: Dugdale-Young.

36. Parties shall be mutually restrained from bothering, threatening, or harassing the other.

37. Parties shall be mutually restrained from using the other's likeness or image in any way without express written consent of the other party.

38. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties will attempt to resolve the issue(s) first through mediation.

39. Each Party is Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE.