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

KARA MCDONALD, Petitioner, and NICHOLAS MCDONALD, Respondent.	DECREE OF DIVORCE Case No. 264902943 Judge Thaddeus May Commissioner Russell Minas
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION

1. Petitioner is a resident of Salt Lake County, State of Utah, and has been for at least three (3) months prior to the commencement of this action.
2. The parties were married on November 17, 2005, in Bountiful, Utah, and have since remained husband and wife.
3. The parties separated on April 15, 2026.

GROUND FOR DIVORCE

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

CHILD CUSTODY AND PARENTING PLAN

5. The parties have two minor children together:
- i. K.L.M., born 04/11/2011.
 - ii. R.A.M., born 08/22/2013.
6. 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 the parties' minor child.
7. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the children have resided in the State of Utah for at least six months prior to the commencement of this action.
8. The parties are hereby notified that they are required to take a Divorce Orientation Course and Divorce Education Course. Information about these courses can be found at www.utcourts.gov/specproj/dived/

ALIMONY

9. Respondent shall pay to Petitioner a total alimony award of Five Hundred Ninety-Eight Thousand Eight Hundred Eighty-One Dollars (\$598,881.00).

a. Initial Payment. Respondent shall pay to Petitioner the sum of Two Hundred Ninety-Nine Thousand Four Hundred Forty-One Dollars (\$299,441.00) within 30 days of entry of the Decree of Divorce.

b. Installment Payments. Respondent shall pay the remaining balance of Two Hundred Ninety-Nine Thousand Four Hundred Forty Dollars (\$299,440.00) in sixty (60) equal monthly installments of Four Thousand Nine Hundred Ninety-One Dollars (\$4,991.00) per month, commencing on August 1, 2026, and continuing on the same day of each month thereafter until paid in full.

c. Non-Modifiable Award. The parties expressly agree that this alimony award is a negotiated lump-sum settlement and is contractual in nature. Except for satisfaction of the obligation through payment in full, the amount and duration of this alimony obligation shall not be subject to modification by either party for any reason, including but not limited to changes in income, employment, disability, retirement, remarriage, or cohabitation.

d. Survival of Obligation. The obligation set forth herein shall survive the remarriage or cohabitation of Petitioner and shall remain enforceable until paid in full. Any unpaid balance shall constitute a debt owed by Respondent to Petitioner and shall be enforceable as provided by law.

e. Full Settlement. Upon payment in full of the amounts set forth herein, Respondent's alimony obligation shall be fully satisfied, and neither party shall have any further claim against the other for alimony, maintenance, or spousal support.

PERSONAL PROPERTY AND FINANCIAL ACCOUNTS

10. During the marriage, the parties acquired various items of personal property. The parties have already divided their personal property between themselves and are satisfied with that division. Each party shall retain, as his or her sole and separate property, all personal property currently in his or her possession, custody, or control, free and clear of any claim by the other party.

11. Respondent shall be awarded the 2014 Chevy 2500 as his sole and separate property, free and clear of any claim, right, title, or interest of Petitioner. Respondent shall be solely responsible for any loan, lien, insurance, taxes, registration fees, or other obligations associated with the vehicle and shall indemnify and hold Petitioner harmless therefrom.

12. Respondent shall be awarded the 2008 Cobalt 232 boat as his sole and separate property, free and clear of any claim, right, title, or interest of Petitioner. Respondent shall be solely responsible for any loan, lien, insurance, taxes, registration fees, or other obligations associated with the boat and shall indemnify and hold Petitioner harmless therefrom.

13. Petitioner shall be awarded the 2025 BMW iX as her sole and separate property, free and clear of any claim, right, title, or interest of Respondent. Petitioner shall be solely responsible for any loan, lien, insurance, taxes, registration fees, or other obligations associated with the vehicle and shall indemnify and hold Petitioner harmless therefrom

14. Financial Accounts. During the marriage, the parties acquired and maintained various bank accounts, retirement accounts, and investment accounts, both jointly and individually titled. The parties agree that these accounts shall be divided and distributed as set forth below:

1. Asset Type/Account Number	2. C Current Value	3. A Awarded To	4. Note
5. Charles Schwab Acct. No. ending in: 5867 6.	7. \$ 27.47	8. 1 00% to Respondent 9. 10. P Petitioner shall retain this account after distribution.	11.
12. Viobank	13. \$ 138.85	14. 1 00% to Respondent	15.
16. Wealthfront Cash	17. \$ 888,268.03	18. 1 00% to Respondent	19.
20. Fidelity Health Savings Acct. No. ending in: 2543	21. \$ 2,972.80	22. 5 0% to Petitioner 23. 5 0% to Respondent 24.	26.

		25. R espondent shall retain this account after distribution.	
27. Schwab EAC Unvested NVDA 28. Acct. No. Associated with Joint Tenant Account	29. \$ 1,234,436.37	30. 5 0% to Petitioner 31. 5 0% to Respondent	32. See distribution plan outlined in paragraph 15 below for the distribution of these unvested shares.
33. Schwab EAC vested NVDA Acct. No. Associated with Joint Tenant Account 34.	35. \$ 616,380.33	36. 5 0% to Petitioner 37. 5 0% to Respondent 38. 39. R espondent shall retain this account after distribution.	40.
41. Schwab Joint Tenant Acct. No. ending in 5867	42. \$ 106,033.64	43. 5 0% to Petitioner 44. 5 0% to Respondent	45.
46. America First Roth Accumulator Acct. No. ending in 4021	47. \$ 1,544.78	48. 5 0% to Petitioner 49. 5 0% to Respondent	50.
51. Fidelity Nvidia 401k Acct. No. ending in: 9145	52. \$ 302,472.10	53. 5 0% to Petitioner 54. 5 0% to Respondent 55. 56. R	57.

		espondent shall retain this account after distribution.	
58. Schwab Roth Contributory IRA Acct. No. ending in: 0099	59. \$ 90,325.34	60. 5 0% to Petitioner 61. 5 0% to Respondent 62. 63. R espondent shall retain this account after distribution.	64.
65. Schwab Roth IRA Acct. No. ending in: 8950	66. \$ 267,891.50	67. 5 0% to Petitioner 68. 5 0% to Respondent 69. 70. R espondent shall retain this account after distribution.	71.
72. Mountai n America Credit Union Acct. No. ending in 3837 73.	74. \$ 49.78	75. 1 00% to Petitioner 76. 77. P etitioner shall retain this account after distribution.	78.
79. America First Credit Union Joint Acct. No. 4021	80. \$ 107,965.67	81. T he first \$30,872.17 shall be used to pay the joint debts listed below. 82.	87.

		83. T his account shall be used to cover expenses as outlined in paragraph 25 below. Any remainder shall be divided as follows: 50% to Petitioner 84. 50% to Respondent 85. 86. P etitioner shall retain this account after distribution.	
88. Lincoln Financial Life Insurance Policy Acct. No. 09-LF1809	89.	90. 100% to Respondent on condition that full alimony payments have been made to Petitioner. 91. 92. R espondent shall retain this account.	93. See life insurance payout plan outlined in paragraph 19 and 20 below.
94.	95.	96.	97.

15. The parties agree that all currently granted Restricted Stock Units ("RSUs") awarded to Respondent and identified by Respondent as existing as of the date of this Agreement (\$1,082,956.24) shall be divided equally between the parties. As each RSU vests during the four (4) years

following entry of this Agreement, Respondent shall promptly liquidate and cash out the vested RSUs. Any required federal, state, local, payroll, or other tax withholdings associated with the vesting and liquidation of the RSUs shall first be deducted. Within ten (10) business days after Respondent's receipt of the net proceeds from each vesting event, Respondent shall pay Petitioner fifty percent (50%) of the net proceeds remaining after all required tax withholdings and deductions have been applied. Respondent shall provide Petitioner with reasonable documentation for each vesting event, including the vesting date, number of shares vested, gross value, taxes withheld, and net proceeds received. This provision applies only to RSUs that have been granted as of the date of this Agreement.

16. Any retirement accounts requiring division shall be divided pursuant to a Qualified Domestic Relations Order ("QDRO") or other appropriate domestic relations order, as necessary. The parties shall equally share the costs and fees associated with the preparation, drafting, review, and implementation of any QDRO or other required division order, unless otherwise agreed in writing.

17. Unless the parties agree otherwise, they shall retain Rori Hendricks to prepare the necessary QDRO(s) and related documents. The parties shall cooperate fully and execute any documents reasonably

necessary to effectuate the division of the retirement accounts in accordance with the terms of the Decree.

18. Notwithstanding the parties' agreement to equally share the costs and fees associated with the preparation and implementation of any QDRO or other domestic relations order, Respondent shall be responsible for ensuring that any taxes, penalties, fees, interest, withholding, or other costs associated with the distribution, transfer, or liquidation of the retirement funds are paid in full before any distribution to either party. After payment of all such taxes, penalties, fees, interest, withholding, and other costs, the remaining net proceeds shall be divided equally between the parties, with each party receiving fifty percent (50%) of the net proceeds. Respondent shall be responsible for administering the payment of such amounts and the division of the net proceeds in accordance with this provision.

19. Respondent is awarded all right, title, and interest in and to the life insurance policy identified as Policy No. 09-LF1809, free and clear of any claim by Petitioner. Respondent shall be solely responsible for all premiums, obligations, and benefits associated with the policy and shall be entitled to remove Petitioner as beneficiary.

20. In the event of Respondent's death while he remains obligated to pay alimony to Petitioner pursuant to this Decree, the proceeds of Policy No. 09-LF1809 shall first be used to satisfy the remaining unpaid alimony

obligation. Any remaining life insurance proceeds after satisfaction of the alimony obligation shall be distributed at Respondent's

98. REAL PROPERTY

21. The parties jointly own the real property located at 2177 E. Sunspot Circle, Sandy, Utah 84093 (the "Marital Residence") and at 1972 E. Everleigh Circle, Sandy, Utah 84093 (the "Second Residence").

22. The Marital Residence located at 2177 E. Sunspot Circle, Sandy, Utah 84093, shall be awarded to Petitioner as her sole and separate property, free and clear of any claim, right, title, or interest of Respondent. There is no mortgage encumbering the Marital Residence. Petitioner shall be solely responsible for all expenses associated with the Marital Residence from and after the date of entry of the Decree, including but not limited to taxes, insurance, utilities, maintenance, repairs, and any other obligations related thereto. Petitioner shall indemnify and hold Respondent harmless from any liability, claim, expense, or obligation associated with the Marital Residence.

23. The Second Residence located at 1972 E. Everleigh Circle, Sandy, Utah 84093, shall be awarded to Respondent as his sole and separate property, free and clear of any claim, right, title, or interest of Petitioner. The Second Residence is presently encumbered by a mortgage with an approximate current balance of \$553,000.00, which mortgage shall be

assumed and paid solely by Respondent. Respondent shall be solely responsible for all expenses associated with the Second Residence from and after the date of entry of the Decree, including but not limited to the mortgage, taxes, insurance, utilities, maintenance, repairs, and any other obligations related thereto. Respondent shall indemnify and hold Petitioner harmless from any liability, claim, expense, or obligation associated with the Second Residence.

24. Within a reasonable time following entry of the Decree, the parties shall execute all documents necessary to transfer their respective interests in the properties consistent with this award, including but not limited to quitclaim deeds, title transfer documents, loan assumption documents, refinancing documents, and any other instruments necessary to remove the non-awarded party from title, ownership, and, to the extent permitted by the lender, liability associated with the property awarded to the other party. Each party shall cooperate fully and execute any documents reasonably necessary to effectuate the transfers contemplated herein.

25. The parties are currently doing a yard remodel project at the Marital Residence. Respondent has been handling this project. The yard project must be completed no later than October 1, 2026, or Petitioner will take over the project. The project is being funded out of AFCU Account No. 4021. If Respondent fails to complete the project by October 1, 2026, Petitioner shall be awarded Account No. 4021 to use to

finish the project. Once Petitioner finished the project any leftover funds shall be divided equally between the parties.

ALLOCATION OF MARITAL DEBT

26. SAside from the mortgages on the Second Residence, the parties have the following debt.

99. Chase Amazon Credit Card No.	100. \$0.00	101. This Debt shall be paid from the America First Credit Union Account No. 4021. The remainder of this account shall be distributed as outlined in paragraph 14 an 25.
102. Chase Freedom Credit Card No.	103. \$0.00	
105. Citi Costco Credit Card No.	106. \$2,719.15	
108. Citi Double Cash No.	109. \$8,777.44	
111. Total	112. \$11,496.59	

113.

27. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

28. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

29. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

30. The expenses and debts which are ordered to pay, herein, shall be considered to be “in the nature of family support” for bankruptcy purposes.

114. **PHYSICAL AND LEGAL CUSTODY**

31. The parties shall be awarded joint physical custody pursuant to U.C.A. §81-9-305. Parent-time shall be exercised on a 50/50 basis pursuant to a week-on/week-off schedule. The parties shall exercise parent-time from Monday after school, or 4:00p.m. when school is not in session, until the following Monday.

32. The parties shall be awarded joint legal custody of the minor children. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their children. The major decisions concerning their children's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of the parties. However, in the event of disagreement regarding an important decision, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the Petitioner will make a written proposal to the Respondent. If the Respondent desires to take the issue to mediation, the Respondent will give notice within 14 days of receipt of the Petitioner's proposal to the Petitioner in writing of his objection and request for mediation and the parties will promptly submit the matter to mediation (schedule within 14 days and mediation costs split equally between the parties). If the Respondent does not send a written request that he desires mediation within the 14 days, then the Petitioner may proceed with the proposed action. If, after mediation, the parties still disagree on the issue, then the Respondent may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child. If the Respondent does file a motion in court within 14 days from the mediation date, then the Petitioner may proceed with the proposed action.

33. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-303, as set forth herein:

- a.** The parties shall not include Juneteenth, Columbus Day, or Veteran's Day in their agreed holiday schedule.
- b.** Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.
- c.** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.
- d.** If the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.
- e.** 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. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
 - iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
 - iv. extended parent-time; and
 - v. the schedule for weekday or weekend parent-time.
- f.** A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

g. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

U.C.A. §81-9-303 -- Modified		
Holiday and Time	Years Father is granted holiday	Years Mother is granted holiday
Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	MLK Day shall be awarded to the parent who does not receive Spring Break	MLK Day shall be awarded to the parent who does not receive Spring Break
President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even Years	Odd years
Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Even years	Odd years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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:	Even years	Odd years

(a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day (1) Holiday begins at 6:00 p.m. on the night before Mother's Day.. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Father's Day (1) Holiday begins at 6:00 p.m. on the night before Father's Day. (2) Holiday ends on Father's Day at 7 p.m.	Father	Father
Independence Day 1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Even years	Odd years
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Odd years	Even years
Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Even years	Odd years
Fall Break 1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
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 dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Odd years	Even years

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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First half) (1) Holiday begins at: (a) 6 p.m.; 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.	Even years	Odd years
Winter Break (Second half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Odd years	Even years
Day of Child's birthday (1) Holiday begins at 8:00 p.m. the night before the child's birthday. (2) Holiday ends at 8 p.m.	Even years	Odd years
Day before or after child's birthday (1) Holiday begins at 8:00 p.m. on the child's birthday. (2) Holiday ends at 8:00 p.m.	Odd years	Even years

34. Summer parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

- a. Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time.
- b. Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall provide notice of his intended extended summer parent time by May 1 and Mother shall provide notice of her intended extended summer parent time by May 15. During even-numbered years, Mother shall provide notice of her intended extended summer parent time by May 1 and Father shall provide notice of his intended extended summer parent time by May 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent shall lose their priority and the complying parent may schedule their own extended summer parent time.

115. PARENTING PLAN

35. Unless the parties agree otherwise, the children will continue to attend her current school and the appropriate feeder school(s). In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein. Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online.

36. The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

37. All communication between the parties shall be civil in nature. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

38. Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the children is not available when a parent calls, then the party with parent time will initiate or have the children initiate return contact as soon as possible the same day, but not later than 24 hours. The children may initiate contact with either parent at any reasonable times and durations.

39. When the minor children are 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) travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. See Utah Code 81-9-202(19). Unless otherwise agreed upon, the receiving parent will provide transportation of the children.

40. The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time.

41. The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the children to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent time.

42. The parties shall be bound by the following mutual restraining orders

a. Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

b. The parties shall be supportive and respectful of the other parent in the presence of the minor children.

c. Both parties are restrained from discussing any legal or financial issues in this case with the children.

- d.** The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.
- e.** Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.
- f.** Neither parent shall question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g.** Neither party shall use corporal punishment as a form of discipline on the children.
- h.** Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- i.** Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.
- j.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.
- 43.** Each party shall be solely responsible for his or her own work-related childcare expenses and shall bear such expenses without contribution or reimbursement from the other party.

44. Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of 24 hours or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available.

45. One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so.

46. Currently, the Respondent is providing medical insurance coverage for the minor children. Respondent's plan currently has no cost. In that event this plan expires, the parents shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children's portion of insurance. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Respondent shall be primary, and the coverage of the Petitioner will be secondary.

47. Before any out-of-pocket costs are split, if either party has a Health Savings Account (HSA), the funds from that account will be used to cover any out-of-pocket costs. If there are no HSA's or the HSA is depleted, then the out-of-pocket costs shall be split equally between the parties. See Utah Code 81-6-208.

48. Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the children, including deductibles and copayments (Any HSA account funds from either party must be used first as outline above). 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. See Utah Code 81-6-208.

49. The parties may, by mutual agreement, establish and maintain a joint bank account for the payment of expenses described in Paragraphs 45 through 47, including medical, school, childcare, extracurricular activity, and other agreed-upon child-related expenses. If the parties maintain such a joint account, all expenses subject to reimbursement or cost-sharing under Paragraphs 45 through 47 shall be paid from the joint account whenever practicable. If the parties are unable to agree on the establishment, funding, management, or use of the joint account, or if either party elects to discontinue participation in the joint account, then the parties shall pay and reimburse such expenses in accordance with the procedures set forth in Paragraphs 45 through 47.

50. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

51. Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party 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, 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 child 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.

52. Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

53. 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.

54. Special consideration shall be 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.

55. Beginning with the 2026 tax year, Petitioner shall be entitled to claim K.L.M. as a dependent for federal and state income tax purposes each year, and Respondent shall be entitled to claim R.A.M. as a dependent for federal and state income tax purposes each year. In the event only one child remains eligible to be claimed as a dependent for tax purposes, the parties shall alternate claiming the child, with Petitioner claiming the child in even-numbered tax years and Respondent claiming the child in odd-numbered tax years. Respondent's right to claim the child in any tax year shall be contingent upon Respondent being current in all child support obligations as

of December 31 of the applicable tax year. If Respondent is not current in his child support obligation by December 31 of the applicable tax year, Petitioner shall be entitled to claim the child for that tax year.

116. CHILD SUPPORT

56. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.*

57. Petitioner is not employed but agrees to be imputed a gross monthly income of \$1,257.00 per month.

58. Respondent is employed and, upon information and belief, earns a gross monthly income of at least \$24,583.00.

59. Respondent shall pay Petitioner child support in the amount of \$1,498.00 per month.

60. Respondent's child support obligation shall be subject to mandatory income withholding.

61. The eventual child support obligation shall commence starting August 1, 2026.

62. Unless the Court orders otherwise, support for the children terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

63. The child support is payable one-half on the 5th day of each month, and the other half on the 20th of each month.

ROMANTIC PARTNER'S, OVERNIGHT GUESTS, AND COHABITATION

64. The parents agree that the stability, predictability, and emotional well-being of the minor children are paramount. Both parents commit to managing the introduction of new romantic partners to the children with caution, mutual respect, and advance communication.

65. The "Friend" Transition Period. Either parent may introduce a new acquaintance to the minor children at any stage of a relationship, provided the introduction is framed strictly as a casual or platonic "friend."

66. Behavioral Boundaries: Until the relationship has met the timeline established in Section 68, the parent and the guest shall strictly maintain platonic behavioral boundaries in the presence of the children.

67. Prohibited Conduct: There shall be no displays of romantic affection (including but not limited to kissing, cuddling, holding hands, or romantic verbal expressions such as "I love you") and no visible late-night presence past 10:00 PM that indicates a romantic relationship to the children.

68. Romantic Partner Introduction Timeline. A new acquaintance shall not be introduced to the minor children as a romantic partner, significant other, or dating partner until that relationship has been continuous for a minimum duration of three (3) months, and provided that the entirety of said three (3) month period occurs after the date of the finalization of the divorce decree.

69. Co-Parent Notification. Each parent agrees to provide the other parent with at least seven (7) days written notice (via email, text) prior to introducing any new romantic partner to the minor children. This notification is a courtesy to prevent surprises and ensure unified parenting; it does not grant the other parent veto power unless a legitimate safety risk exists.

70. Overnight Guest Restrictions. Neither parent shall permit a romantic partner to stay overnight in their residence while the minor children are physically present in the home until the relationship has been continuous for a minimum duration of six (6) months, and the children have known the individual in the capacity of a romantic partner for at least three (3) months.

71. Definition of Overnight: For the purposes of this agreement, an "overnight stay" is defined as the romantic partner remaining on the premises between the hours of 12:00 AM and 7:00 AM.

72. Cohabitation and Moving In Restrictions. Neither parent shall permit a romantic partner to cohabit or move into their residence while the minor children are physically present in the home until the relationship has been continuous for a minimum duration of nine (9) months, and the children have known the individual in the capacity of a romantic partner for at least six (6) months.

73. Definition of Cohabitation: For the purposes of this agreement, "cohabitation" or "moving in" is defined as the partner establishing the residence as their primary mailing address, storing the majority of their personal belongings at the residence, or staying at the residence for more than fourteen (14) nights in any thirty (30) day period.

MISCELLANEOUS PROVISIONS

74. The parties shall work together to determine the tax filing solution for the 2026 tax year that will preserve the maximum amount possible of the marital estate.

75. Petitioner shall be entitled to change her name to Kara Roosendaal if she so desires.

76. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Divorce.

77. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

78. Each party shall pay their own attorney fees related to this matter.

Approved as to form:

/s/Nicholas McDonald

Nicholas McDonald

Respondent Pro Se

(Approved via July xx, 2026, email)

117. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S**

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

118.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Benjamin R Wall, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 10, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Nicholas McDonald

Respondent Pro Se

/s/ Benjamin R Wall

Benjamin R Wall

Attorney for Petitioner