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

In the Matter of the Marriage of:

ASHLEY NICOLE DUNCOMBE

and

DONALD LEE MAXIM.

DECREE OF DIVORCE

Civil No: 254900166

Judge: Hon. Randall Skanchy

Commissioner: Joanna Sagers

The above-entitled matter came before the court on Ashley Nichole Duncombe's Petition for Divorce, the parties' Stipulation, and Ashley's Declaration of Jurisdiction and Grounds. Ashley Nichole Duncombe hereinafter will be referred to as "Ashley," and Donald Lee Maxim hereinafter will be referred to as "Donald". The Court, having entered the Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

1. LEGAL CUSTODY:

- a. The parties agree to share Joint Legal Custody of the minor child/children.
- b. In the event the parties are unable to reach an agreement regarding legal custody matters, they will return to mediation. If the parties cannot reach an agreement through mediation, either party shall then be permitted to petition the Court for relief.

2. PHYSICAL CUSTODY:

a. The parties agree that ASHLEY shall have Sole Physical Custody of the minor children.

3. PARENT TIME AND HOLIDAY SCHEDULE:

a. The parties agree that Donald shall exercise parent time according to the minimum schedule for parent time as outlined in Utah Code 81-9-302. Donald shall have parent-time on one weekday evening to be specified by Donald or the Court, or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m. If school is not in session on that weekday, Donald is available to be with the child, and in accommodation with Ashley's work schedule, Donald's weekday parent-time shall begin at 8 a.m. and end at 8:30 p.m. Beginning on the first weekend after entry of the decree, Donald shall also have parent-time on alternating weekends beginning at 5:30 p.m. on Friday and ending on Sunday at 8:30 p.m.

b. The parties agree to exercise holiday parent time according to the statutory Holiday Schedule as outlined in Utah Code 81-9-302 and in the table below.

Holiday	Holiday Time Period	Donald	Melissa
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at:	Odd	Even

	(a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	years	years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent	Odd years	Even years

	granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

c. Ashley will be the custodial parent during odd-numbered years, and Donald will be the custodial parent during even-numbered years.

4. INCOME:

a. The parties agree that Donald's gross monthly income is \$14,607.

b. The parties agree that Ashley's gross monthly income is \$4,000.

5. CHILD SUPPORT:

a. Based on the Sole Custody Obligation Worksheet, Donald shall pay child support to Ashley in the amount of \$2133 per month, beginning on June 1, 2026, and continuing until each minor child reaches the age of majority, is emancipated, or as otherwise provided by Utah law. Payments may be made through the Utah Office of Recovery Services (ORS).

b. If the health insurance coverage becomes unavailable or unreasonable in cost, the parties agree to confer in good faith and, if necessary, return to mediation to determine a substitute arrangement.

6. HEALTH CARE:

a. The parties agree that Donald shall continue to provide health insurance coverage for the minor children.

b. The parties further agree to share all uninsured medical, dental, and other health-related expenses for the minor children. Unless otherwise agreed in writing, these expenses shall be divided equally between the parties.

c. Each party shall provide written proof of any such expense to the other party within thirty (30) days of payment. The other party shall reimburse their share within thirty (30) days of receiving the request and documentation.

7. CHILD CARE:

a. The parties agree that each shall pay for half of the reasonably incurred childcare expenses for the minor children.

b. In the event that either party incurs child care expenses for the benefit of the minor children, that party shall provide the other party with written documentation of the expense within thirty (30) days after payment. Upon timely receipt of such documentation, the non-paying party shall reimburse fifty percent (50%) of the documented childcare expense within thirty (30) days of receipt of the documentation. Failure to provide documentation within thirty (30) days of payment shall waive the right to reimbursement for that expense, absent a written agreement of the parties or further order of the Court.

8. EXTRACURRICULAR ACTIVITIES:

a. The parties agree that decisions regarding the children's participation in extracurricular activities (including sports, music, clubs, lessons, or other organized activities) shall be made jointly.

b. The cost of agreed-upon extracurricular activities shall be divided equally between the parties. The party that incurs the cost of the minor children's extracurricular activity shall provide notice a minimum of one and one-half (1 ½) weeks before making the payment, and the costs shall be documented.

c. To receive reimbursement for 50% of costs incurred for the extracurricular activities of the children, the parent incurring the cost must provide the non-paying parent with evidence of the costs incurred within thirty (30) days of making a payment. Once provided with evidence of the incurred costs, the non-paying parent shall have thirty (30) days to reimburse the paying parent for their 50% shared cost of the child's extracurricular activity.

d. Each parent shall be responsible for transporting the children to and from activities during their respective parent-time, unless otherwise agreed.

e. Neither parent shall unreasonably withhold consent for the children's participation in activities that are in their best interest.

9. COMMUNICATION:

a. The parties shall be permitted to communicate with one another, on matters affecting the minor children, using text message, email, and phone calls.

10. TAX CREDITS:

a. Donald shall be entitled to claim the child income tax credit for JM. Ashley shall be entitled to claim the child income tax credits for LM and JTM, provided that the parent claiming the exemption is current on all child support obligations as of December 31 of the tax year in question.

b. If the parent entitled to claim the exemption is not current on child support, the other parent shall be entitled to claim the children for that tax.

11. RIGHT TO MODIFY:

a. The parties acknowledge that custody, parent-time, and child support are subject to modification by the Court upon a showing of a substantial and material change in circumstances and a determination that modification is in the best interests of the minor children.

b. The parties may also mutually agree in writing to modify any provisions of this Memorandum of Understanding that do not conflict with statutory requirements or court orders.

12. ALIMONY

a. The parties agree that Donald shall pay Ashley \$2167.00 per month for 4.5 years or until Ashley is remarried or cohabitates and will begin June 1, 2026

13. TAX RETURN:

- a. The parties agree to split the 2024 Tax return.

14. PERSONAL PROPERTY:

a. The parties agree that all personal property has been equitably divided to their mutual satisfaction. Each party shall retain the personal property currently in their possession unless otherwise specified in this agreement.

b. Each party waives any further claim against the other regarding personal property, except as specifically set forth herein.

c. In the event of a dispute over any remaining items of personal property, the parties agree to first attempt resolution through mediation before seeking relief from the Court.

15. ASSETS:

a. The parties agree that all marital assets have been identified and equitably divided to their mutual satisfaction.

16. DEBTS:

- a. The parties agree that they will be responsible for any debts in their own name.

17. RETIREMENT:

a. Donald has a pension through his work with Mountain Crane Service as an Operating Engineers Local 3. Parties agree Ashley will receive \$25,183.90 pursuant to a Qualified Domestic Relations Order (QDRO).

18. MUTUAL RESTRAINING ORDER:

a. The parties agree that neither shall harass, threaten, intimidate, or interfere with the personal liberty of the other.

b. Both parties shall communicate respectfully and only regarding issues related to the minor children, finances, or as necessary to comply with this agreement.

c. The parties further agree to refrain from making disparaging remarks about the other in the presence of the children.

d. Parties may also mutually agree in writing to modify any provisions of this Memorandum of Understanding that do not conflict with statutory requirements or court orders.

19. DISPUTE RESOLUTION:

a. In the event the parties are unable to reach an agreement regarding any issue affecting the health, safety, welfare, education, or medical care of the minor children, they shall first participate in mediation before seeking judicial intervention. The cost of mediation shall be shared equally by the parties unless otherwise agreed in writing or ordered by the Court. If the parties are unable to resolve the dispute through mediation, either party may petition the Court for appropriate relief

****SIGNATURE OF COURT AT TOP****

NOTICE

PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7, plus (7) days for mailing, if applicable.

APPROVED AS TO FORM:

/s/ Ashley Duncombe

Electronically signed with permission from
Ashley Duncombe

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email a true and correct copy of the foregoing *Decree of Divorce* on this 28th day of July 2026, to the following:

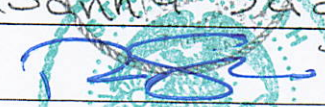
Donald Lee Maxim
Pro Se
Donald.maxim@yahoo.com

/s/Dillon Harrington

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Commissioner's or judge's signature may instead appear at the top of the first page of this document.

7/28/26
Date Commissioner Signature ▶ 
28 July 2026
Date Judge Signature ▶ 


Approved as to form.

Date Petitioner, Attorney or Licensed Paralegal Practitioner Signature ▶ _____

Date Respondent, Attorney or Licensed Paralegal Practitioner Signature ▶ _____

