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

In the Matter of the Marriage of: JALEE VAN DAMME Petitioner, and NICHOLAS MONROE VAN DAMME, Respondent.	DECREE OF DIVORCE Case No. 264900001 Judge: THADDEUS MAY Commissioner: JOANNA SAGERS
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This matter is being submitted to the Court by Default Certificate on the Respondent's Counter-Petition for Divorce before the Honorable Thaddeus May.

Respondent, having been served on June 22, 2026, by Electronic Mailing and failing to answer; and a Default Certificate having been signed by the Court on July 28, 2026; and having made its Findings of Fact and Conclusions of Law, separately stated in writing, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 1) **JURISDICTION:** That JaLee was for more than three (3) months prior to filing

this action an actual and bona fide resident of Salt Lake County, State of Utah.

- 2) JaLee and Nicholas were married on the 14th day of May, 2011, in Kearns, Utah.
- 3) **GROUND:** During the course of the marriage, the parties have experienced differences which cannot be reconciled that make continuation of the marriage impossible, the parties are granted a divorce due to irreconcilable differences.
- 4) That as a result of the aforesaid facts, the parties were separated October 2018.
- 5) **CUSTODY & PARENT-TIME:** There are two (2) children born as issue of this marriage to wit; T.N.V. dob 04/12/2012 and C.L.V. dob 12/29/2014.
- 6) JaLee and Nicholas are fit and proper to be awarded joint legal custody of the minor children. The parties shall discuss all major issues regarding the child with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. child's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties may elect to mediate. If no agreement at mediation, Nicholas shall then have presumptive decision-making authority with JaLee having the right to object to the Court.
- 7) JaLee and Nicholas shall be awarded joint physical custody of the children with her residence designated as Colton's primary residence and his residence designated as Tyler's primary residence. The parties will work together to determine the best parent-time schedule, but if no agreement, the children will spend weekends together and the parents will alternate weekends consistent with U.C.A. §81-9-302.

- 8) The parties shall exercise holidays in conjunction with U.C.A. §81-9-302 with Nicholas designated as the non-custodial parent for this purpose.
- 9) The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Nicholas receiving preference on weeks in odd numbered years and JaLee preference in even numbered years. The preference shall apply if the weeks are designated by May 1 of each year. The other party shall designate by May 15 of each year.
- 10) The parties will use a co-parenting app to communicate and calendar the children's events.
- 11) The parties shall incorporate the following parenting plan provisions:
 - a. The parties are both dedicated parents who desire to create a structured parenting relationship for the benefit of their child and that their focus is the needs and interests of the child.
 - b. The parties realize that both of them are important to the child; that the child need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the child.
 - c. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the child available for funerals, weddings, or significant events.
 - d. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working

relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

- e. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the child. The parties shall use a co-parenting app for primary communication.
- f. The parent with the child during their parent time will ensure that the child arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the child's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.
- g. While the child is with a parent, that parent shall provide the child with:
(1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the child. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.
- h. Each parent may make decisions regarding the day-to-day care and control of the child while the child is in the physical custody of that parent.

- i. If either parent is going out of state with the child, that parent shall provide to the other the address and telephone number of where the child will be prior to travel taking place.
- j. The child shall be allowed reasonable telephone contact as initiated by the child.
- k. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.
- l. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the child. This can be done by adding the event to a co-parenting calendar on a co-parenting app.
- m. The parents will notify the other parent of illnesses the child may have when they are at the individual homes.
- n. The parents agree not to place the child in the middle of their communications or conflicts that may arise, if any. They will not probe or question the child regarding the other parent, send messages to the other parent through the child disparage or degrade the other parent in the presence of the child or allow third parties to do so.

End parenting plan.

- 12) The parties shall provide 60 days' notice prior to any move out of state or more than 149 miles and 30 days' notice any in state relocation less than 149 miles. Parent-time shall then be in accordance with U.C.A. §81-9-209.
- 13) **CHILD SUPPORT:** Nicholas is currently employed and earns \$2,253/month from his full-time position.
- 14) JaLee is currently employed and earns \$2,427/month from her full-time position.
- 15) Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor children of the parties based on a split custody worksheet. The amount of child support provided per Code is \$11 per month. Child support shall begin as of June 2026.
- 16) The parties shall jointly and equally be responsible for any extra-curricular activities for the children which are first agreed upon in writing.
- 17) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses.
- 18) The parties will each provide clothing for the child while they are in their own care.
- 19) **CHILDCARE:** The minor child is 11 years old and day care is not necessary, should daycare be necessary, the parties shall agree in writing as to the daycare provider and shall equally split any daycare expenses incurred for child care for work related care, if any.

- 20) **MEDICAL:** The minor children are currently covered on Nicholas's insurance. The parties shall equally split the cost of the children's portion of medical, dental, and vision insurance. In the event both parties have medical coverage for the children, the children shall be double covered and the parties shall each pay their own medical premiums costs for the children and Nicholas's insurance will be the primary insurance for the children.
- 21) Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall 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 the dependent child and thereafter on or before January 2nd of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.
- 22)
- 23) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

- 24) Neither parent shall contract for or incur any obligation for elective surgery for the child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the children shall be split 50/50 by the parties.
- 25) **TAXES:** For purpose of taxes, the parties shall each claim one child. Upon only one child remaining a minor, JaLee shall claim the only child in even numbered tax years and Nicholas shall claim the only child for odd numbered tax years. Nicholas's right to claim the child is dependent upon being current on child support by December 31 of the claiming year.
- 26) **REAL PROPERTY:** The parties that do not have any real property at issue.
- 27) **RETIREMENT:** The parties shall each be awarded their own retirement, if any, free and clear of claims of the other party.
- 28) **PERSONAL PROPERTY:** The parties have acquired personal property during the course of the marriage which has been equitably divided. Each party shall take the property currently in their own possession free and clear of claims of the other party to include their vehicles.
- 29) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

- 30) **DEBTS:** During the course of the marriage the parties incurred martial debt. Each party should take any debt in their name holding the other party harmless, any remaining debt shall be divided equally between the parties.
- 31) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.
- 32) **ALIMONY:** No alimony shall be awarded to either party past, present, or future.
- 33) **OTHER:** JaLee shall have her maiden name restored should she choose.
- 34) The parties shall be civil in all communications.
- 35) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.
- 36) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.
- 37) No attorney fees are awarded.

**THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF
DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT**

Rule 7
NOTICE TO PETITIONER

You will please take notice that the undersigned, attorney for Nicholas Van Damme will submit the above and foregoing Decree of Divorce to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED the 4th day of August, 2026.

/s/: Brittany R. Brown
Brittany R. Brown
Attorney for Nicholas Van Damme

CERTIFICATE OF MAILING

I hereby certify that on this 4th day of August, I served by Electronic Mailing, a true and correct copy of the foregoing Decree of Divorce to:

Jalee Van Damme
3672 W. Ashland Cir
West Jordan, UT 84084
jaleevandamme@gmail.com

/s/: Kari Kulak
Kari Kulak
Paralegal