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IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: IAN JAMES MCDONALD, Petitioner and MEGAN DAWN MCDONALD, Respondent.	DECREE OF DIVORCE Case No. 264903350 Judge: Linda Jones Commissioner: Michelle Blomquist

In accordance with Utah Code 81-4-406, the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Ian James McDonald is awarded a Decree of Divorce from Megan Dawn McDonald on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Jurisdiction and Grounds

1. Ian is a resident of Salt Lake County, State of Utah and has been for at least three months immediately prior to filing this action.
2. During the marital relationship the parties have resided in the state of Utah.
3. This court has jurisdiction over Megan pursuant to Utah Code § 81-4-402(1).
4. Ian and Megan were married on August 29, 2009 in Draper, Utah, and are presently married.
5. The parties separated on or about August 22, 2013.
6. The parties do not currently reside together.
7. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

Minor Children & Jurisdiction

8. The parties have two minor children born as issue of their marriage.
9. The children of this marriage are:
 - a. G.M.M., born May 2010;
 - b. C.A.M., born March 2012.

10. Pursuant to Utah Code § 81-11-101(6), Utah is the home state of the parties' minor children in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

11. Pursuant to Utah Rule of Civil Procedure 100, both parties state upon information and belief that:

- a. There is not a case in which a party or the party's child is a party to or the subject of a petition or order involving child support, parent time or child custody, including minor guardianship, adoption, or any similar child custody case;
- b. There is not a criminal or delinquency case in which a party or the party's child is a defendant or respondent;
- c. There is not a protective order case involving a party regardless whether a child of the party is involved.

Custody & Parent Time

12. **Legal Custody:** It is in the best interests of the minor children that the parties be awarded joint legal custody.

13. **Physical Custody:** The parties have historically shared in the day-to-day responsibility and care for the minor children.

14. It is in the best interests of the minor children that the parties share joint physical custody pursuant to the Parenting Plan filed herewith.

15. **Parent Time:** Parent-time should be as the parties agree. If the parties do not agree, then the parties should share equal parent time according to Utah Code § 81-9-305 on a week-on week-off basis represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Ian	Ian	Ian	Ian	Ian	Ian	Ian
Week 2	Megan	Megan	Megan	Megan	Megan	Megan	Megan

16. **Holidays:** The holiday parent-time should be as the parties agree. If the parties cannot agree, the holiday parent-time should be consistent with Utah Code § 81-9-305 with Ian designated as the custodial parent for purposes of reading the schedule. The holiday schedule is as follows:

Even Years	Odd Years	Holiday	The holiday begins	The holiday ends ...
Ian	Megan	Martin Luther King Jr. Holiday (January)	Friday at (a) 9 a.m. if school is not in session and the parent can be with the minor child; OR (b) the time that school is regularly dismissed; OR (c) 6 p.m. at the election of the parent granted the holiday.	upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; OR at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if school is not in session.
Megan	Ian	President's Day (February)	Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; OR (b) the time that school is regularly dismissed; OR (c) 6 p.m. at the election of the parent granted the holiday.	upon delivering the minor child to school on the day following President's Day; OR at 8 a.m. on the day following President's Day if school is not in session.
Ian	Megan	Spring Break (March or April)	6 p.m. on the day that school dismisses for spring break.	upon delivering the minor child to school on the day following the end of spring break; OR at 8 a.m. on the day following the end of spring break if school is not in session.
Mom	Mom	Mother's Day (May)	9 a.m. on Mother's Day	7 p.m. on Mother's Day
Megan	Ian	Memorial Day (May)	Friday at: (a) 9 a.m. if school is not in session and the parent	upon delivering the minor child to school on the day following

			can be with the minor child; OR (b) the time that school is regularly dismissed; OR (c) 6 p.m. at the election of the parent granted the holiday.	Memorial Day; OR at 8 a.m. on the day following Memorial Day if school is not is session.
Megan	Ian	Juneteenth National Freedom Day (June)	6 p.m. on the day before Juneteenth National Freedom Day IF the day before Juneteenth National Freedom Day is not Father's Day; otherwise, 9 a.m. on Juneteenth National Freedom Day IF the day before Juneteenth National Freedom Day is Father's Day.	6 p.m. on the day following Juneteenth National Freedom Day.
Dad	Dad	Father's Day (June)	9 a.m. on Father's Day	7 p.m. on Father's Day
Ian	Megan	Independence Day (July 4th)	July 3rd at 6 p.m.	July 5th at 6 p.m.
Megan	Ian	Pioneer Day (July 24th)	July 23rd at 6 p.m.	July 25th at 6 p.m.
Ian	Megan	Labor Day (September)	Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; OR (b) the time that school is regularly dismissed; OR (c) 6 p.m. at the election of the parent granted the holiday.	upon delivering the minor child to school on the day following Labor Day; OR at 8 a.m. on the day following Labor Day if school is not is session.
Megan	Ian	Columbus Day (October)	6 p.m. on the day before Columbus Day.	7 p.m. on Columbus Day.
Ian	Megan	Fall Break (October)	6 p.m. on the day school is dismissed for fall break.	upon delivering the minor child to school on the day following the end of fall break; OR at 8 a.m. on the day following the end of fall break if school is not is session.
Megan	Ian	Halloween (October)	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 school is not is session.	9 p.m. on the same day the holiday begins.
Ian	Megan	Veteran's Day (November)	6 p.m. on the day before Veterans Day.	7 p.m. on Veterans Day.

Megan	Ian	Thanksgiving (November)	Wednesday at 6 p.m.; OR the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.	upon delivering the minor child to school on the Monday following Thanksgiving; OR 8 a.m. on the Monday following Thanksgiving if school is not in session.
Ian	Megan	First Half of Winter Break (December)	6 p.m. on the day that school dismisses for winter break; OR the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.	December 27th at 7 p.m.
Megan	Ian	Second Half of Winter Break (December)	December 27th at 7 p.m.	upon delivering the minor child to school on the day that school resumes after the winter break.
Ian	Megan	The day before or after child's birthday	3 p.m. on the day before or after the actual birthday	9 p.m. on the day before or after the actual birthday
Megan	Ian	Child's actual birthday	Holiday begins at 3 p.m.	Holiday ends at 9 p.m.

17. **Extended Summer Time:** Each parent is entitled to two consecutive weeks to exercise uninterrupted parent time during the summer.

18. Ian and Megan will take turns making designations each year: Ian in even-numbered years and Megan in odd-numbered years.

19. The parent making the first election will do so by May 1 and the other by May 15.

20. Notice should be provided 30 days before extended time begins (or as much notice as possible).

21. Extended time takes precedent over all other time except Mother's and Father's Day.

Parenting Plan

22. **Transportation:** Wherever possible, parent-time exchanges should occur through the children's school, wherein the parent ending their parent-time timely drops the children off at school and the parent beginning their parent-time picks the children up from school. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur curbside. The parties should be mindful of the importance of promptness when parent-time exchanges occur outside of the children's school.

23. If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.

24. **Right of First Refusal:** Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than twenty-four (24) hours, they should have the right of first refusal. A parent exercising the right of first refusal should be solely responsible for picking the children up and dropping them back off.

25. **Virtual Parent-Time:** Both parents should allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

26. **Address and Phone Number:** The parties should keep each other informed of their address and telephone number at all times.

27. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

28. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

29. **Communication:** Each party is restrained from using a minor children as a messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language.

30. **Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

31. **Educational Information:** Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

32. **Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the children's lives / life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

33. **Decision-making:** All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

34. **Tie-Breaking Procedure:** Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria

and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

35. **Emergency Medical Decisions:** The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

36. **Day-to-Day Decisions:** Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

37. **Implementation of Treatment:** Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

38. **Out-of-State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

39. **Relocation:** The parties will follow the notice provisions of Utah Code 81-9-209.

40. **Corporal Punishment:** The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

41. **Mediation Before Litigation:** If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

Child-Related Finances

42. **Public Assistance:** Neither party is receiving any public assistance for the benefit of the dependent children.

43. **Child Support:** Ian receives \$18,100 per month in gross monthly income from all eligible earned and unearned sources under Utah Code 81-6-203.

44. Megan receives \$16,612 per month in gross monthly income from all eligible earned and unearned sources under Utah Code 81-6-203.

45. For purposes of calculating child support, Ian should be awarded 183 overnights and Megan should be awarded 182 overnights. Using the above incomes and overnights as well as the joint physical custody obligation calculations outlined in Utah Code 81-6-206, Ian should be ordered to pay a base child support amount of \$50 per month to Megan for the parties' children. A *Joint Physical Custody Child Support Worksheet* is attached. The child support

obligation should commence the first of the month following entry of the *Decree of Divorce*.

46. The parties agree that it is in the best interest of the minor children not to exchange such a nominal amount of money. The parties are each independently capable of caring for the financial needs of the children and share all expenses equally. Therefore, no child support should be exchanged by either party.

47. The base support obligation is required so long as a child is under the age of 18 or is over 18 but is enrolled in high school during the normal and expected year of graduation and not otherwise emancipated, self-supporting, married or a member of the armed forces of the United States.

- a. When a minor child becomes emancipated, the base support obligation will be automatically adjusted without the need for a new Court Order.
- b. The base award will be recalculated using the incomes and number of overnights stated herein for the remaining number of children due support.

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48. **Medical Insurance Coverage and Costs:** At least one parent must provide health insurance for the minor children if available at a reasonable cost.

¹ Parties may use the Child Support Calculator available at:
https://orscsc.dhs.utah.gov/orscscapp/orscscweb/actions/Csc0002.jsessionid=a7xVb7KdpQDiiriWDa_a-dcCAqZCYZvnyPd4DuwH.ip-10-204-48-113

49. Megan is currently providing the health insurance for the minor children.

50. Megan should continue to cover the minor children on her health insurance plan so long as it is available unless otherwise agreed by the parties in writing.

51. Commencing the first day of the month following entry of the *Decree*, the parties will equally share in the out-of-pocket costs of the premium actually paid by Megan for the child's portion of the health insurance.

52. The child's portion of the premium is a per capita share of the premium actually paid.

53. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

54. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

55. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Ian shall be primary coverage for the child and the health insurance plan of Megan shall be secondary coverage for the child.

56. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

57. If the children are covered by the insurance plans of both parents, each should cover the cost of his/her own premium without reimbursement from the other.

58. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, and if applicable, to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

59. The parent shall notify the other parent, and if applicable, the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

60. **Out-of-Pocket Medical Expenses:** Each parent will equally share all reasonable and necessary uninsured and unreimbursed health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties'

minor children including, but not limited to: any out-of-pocket costs, co-payments, co-insurance, and deductibles.

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

62. The other parent should reimburse the paying parent for half the total cost within thirty (30) days of receiving verification of payment.

63. The court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide verification of cost and payment within 30 days of payment.

64. **Separate Medical/Dental Billing:** Either parent may request that a medical or dental service provider of the children bill each parent separately for half of the out of pocket cost of services pursuant to Utah Code 15-4-6.7(1). The parent requesting division of the bill must provide the service provider with a copy of the final Order in this matter at or before the time service is provided.

65. **Childcare:** The children are of an age where childcare costs are not expected. Each party will pay the cost of any childcare needed on his or her parent time.

66. **Child Tax Exemptions:** The parties should each claim the exemptions available for one child each year on their State and Federal income

taxes. For years in which there is only one child qualifying for an exemption, the parties should alternate years wherein each may claim the exemption of the extra child, with Ian claiming the exemption in odd years and Megan claiming the exemption in even years.

67. An exemption may not be awarded to a parent unless the award will result in a tax benefit to that parent. If a parent will not receive a benefit by claiming the exemption, the other parent may claim the exemption.

68. **Extracurricular Activities:** If the parties have agreed to the children's participation in an extracurricular activity, then they should equally share the costs associated therewith.

69. **Education-Related Expenses:** The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school uniforms, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

70. **Separate Billing:** Either parent may request that a provider separately bill each party for half of the school fees for the minor children pursuant to Utah Code 15-4-6.7(2). The parent requesting division of the bill must provide the service provider with a copy of the final Order in this matter at or before the time service is provided.

The Marital Estate

71. **Debts and Obligations:** During the course of the marriage, the parties acquired certain debts and obligations which have been equitably divided.

72. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which have been equitably divided.

73. **Personal Belongings:** Each party has been awarded their own personal belongings.

74. **Accounts:** The parties have accrued investment accounts, retirement accounts, bank accounts, and other asset accounts during the course of their marriage which have been equitably divided.

75. **Businesses:** During the course of the marriage, Ian obtained an interest in Redline EC. Ian should be awarded all right, title and interest in said business entity, including any inventory, assets, or receivables associated with the business, subject to Ian being responsible for and holding Megan harmless from any payables, encumbrances or other obligations associated with said business.

76. **Real Property:** During the marriage, the parties have not acquired an interest in real property.

77. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other.

78. **Restoration of Maiden Name:** Megan's name should be restored to Megan Dawn Williamson, if she so chooses.

79. **Attorney's Fees:** Each party should pay their own attorney's fees and costs.

80. **Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

81. **Delivery of Documents and Duty to Sign Documents:** Each party should 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. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Megan McDonald

Megan Dawn McDonald

(signed electronically by Tara Reilly with written permission of Megan McDonald)

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Megan Dawn McDonald: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Ian James McDonald's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Megan Dawn McDonald

Respondent, Pro Se

/s/ Tara Reilly