The Order of the Court is stated below:
Dated: November 12, 2026 11:28:29 AM **/s/** KARA PETTIT
District Court Judge

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Attorney for Katie Lynn McDonald

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

In the matter of the marriage of: **KATIE LYNN MCDONALD**, *Petitioner*, and **RORY TUELLER MCDONALD**, *Respondent.*	**DECREE OF DIVORCE** Civil No: 264900593 Judge: Kara Pettit Commissioner: Joanna Sagers

The Court, having received and reviewed the file on record, having received the Declaration of Jurisdiction and Grounds of Petitioner, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised on the premises, does hereby **ORDER**, **ADJUDGE**, and **DECREE** as follows:

DIVORCE

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties should be dissolved. The divorce shall become final upon entry by the Clerk of the Court.

CHILD CUSTODY & PARENT TIME

2. There are two (2) minor children born as issue of the marriage, to wit: P.R.M. (Born: June 2017), A.M.M. (Born: March 2021).

3. The parties shall be awarded joint physical custody of the minor children with Petitioner designated as the residential parent.

4. Parent time shall be as the parties agree. If the parties do not agree, parent time shall be pursuant to Utah Code Annotated §81-9-303. Father shall have the children every Tuesday overnight from after school or 9:00 a.m. when school is not in session until Wednesday morning with a drop off to school or 9:00 a.m. when school is not in session. Father shall also have alternating weekends from Friday after school or 9:00 a.m. when school is not in session until Monday morning with a drop off to school or 9:00 a.m. when school is not in session.

5. Any changes to the parent time schedule shall be made in writing five (5) days prior to the change.

6. Summer parent time shall be 50/50 for the parties. The parties shall exercise parent time on a week on/week off basis during the summer, with exchanges Monday's at 7:00 p.m.

7. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code Annotated §81-9-303 with Mother acting as the "Custodial Parent" and Father acting as the "Noncustodial Parent" for interpreting the statute, as follows:

Holiday	***Holiday Time Period***	***Odd Years***	***Even Years***

Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with 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.	Father	Mother
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.	Mother	Father
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.	Father	Mother

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: (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	Father
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Father	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
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.	Father	Mother
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Mother	Father

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.	Father	Mother
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.	Mother	Father
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Father	Mother
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (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.	Mother	Father
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.	Father	Mother
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.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father

Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

8. Each party may also utilize one week during the school year for a vacation. The parties shall provide notice to the other parent and the school at least sixty (60) days in advance.

9. Holiday and summer parent time supersedes the regular parent time schedule.

10. If a parent does not exercise their holiday or regular parent time, that time is forfeited and make up parent time can only be given if agreed upon in writing in advance of the parent time.

11. The parties shall share joint legal custody of the minor children. Each parent has the right to make day-to-day and emergency decisions concerning their children while the child is in the care of that parent. For decisions affecting the general welfare of the children, the parents shall cooperate and work together to make joint decisions that are in the best interest of their child. In the event of a dispute over major parenting decisions, the parties shall discuss the issue, consult professionals if necessary, and if they cannot agree, they will attend mediation. If the parties still cannot agree, the Petitioner shall have the ability to make the final decision pending either party bringing the issue before the Court for decision.

PARENTING PLAN

12. The parties shall exchange the children curbside with the receiving parent picking up. The parties shall return any clothes and items in the children’s bags.

13. The party who is not exercising his/her physical parent time with the minor children shall be entitled to reasonable virtual parent time for a reasonable duration.

14. The parties shall be equally responsible for any extracurricular fees and costs for any activities approved by both parents in writing. Before enrolling the children in an activity, the parties shall discuss the activity and any potential associated cost. The parent exercising parent time during the activity shall be responsible for the child's attendance and transportation.

15. The parties shall communicate using their existing individual email accounts for updates, documents, child progress, and decision making. Emails regarding decision making for the minor children shall be responded to within forty-eight (48) hours. Emergencies involving the children shall be communicated via telephone as soon as possible. The parties shall use text messages for pickup/drop off child exchanges and similar immediate matters. Neither party shall send excessive messages to the other party.

16. Both parties shall ensure that the minor children get to school on time each day. If the children will not be at school it must be based on an illness of a child or agreement of the parties. The Petitioner shall primarily be responsible for parent teacher conferences and teacher communication. Both parties shall be responsible for helping children with homework. Both parties can and should attend school performances and events. Neither parent shall check the children out of school without informing the other parent, the exception to this is for doctor/dentist appointments or pre-planned vacations.

17. The parties acknowledge that the children are active members of the LDS church and practice that religion.

18. The children shall engage in therapy for a minimum of one (1) year commencing October 2026, to support them during the divorce transition. The parties shall split any out of

pocket cost equally. The parent exercising parent time during therapy is responsible for the child's attendance and transportation.

19. The parties shall adopt the advisory guidelines of Utah Code Annotated §81-9-202 and adopt those provisions into this parenting plan and shall become familiar with it and abide by these guidelines.

20. Both parties shall provide contact information to each other of any surrogate care arranged for minor children. At a minimum, contact information shall include the person's name, phone number and address.

21. The parties shall not utilize any surrogate who is or appears impaired by drugs or alcohol when they are supposed to be caring for the minor children, nor shall they permit an impaired third party drive the minor children.

22. If either party takes the minor children out of the State of Utah, that party shall provide the other party with a copy of his or her itinerary prior to the trip. For trips longer than five (5) days, that party shall inform the other party as soon as that party schedules the trip.

23. If a party wishes to move twenty-five (25) or more miles from the other party, the relocating party shall provide written notice to the non-moving party as identified in Utah Code Annotated §81-9-209 (2024) and the parties shall attend mediation to address the issues of custody, parent time and transportation.

24. The parties shall make a good faith effort to make the children available to one another for extended family functions, significant life events, and holiday celebrations.

25. The parties shall not introduce the children to significant others unless they have been in a committed relationship for three (3) months or longer.

26. The parties shall not have roommates, or a significant other spend the night while exercising parent time with the minor children unless the party has been in a committed relationship with the significant other for three (3) months or more.

27. The parties shall not consume drugs or alcohol while exercising parent time with the minor children, nor shall they drive the minor children while impaired. If a party has reasonable suspicion that the other party is under the influence of alcohol or illegal drugs during parent time, the other party may request that party to submit to alcohol or drug testing. The requesting party shall be responsible to pay for the test. If the test is dirty the testing party shall reimburse for the test. If the party fails to pass the alcohol or drug test, the party shall lose that specific parent time until that parties next scheduled parent time. The person asking for the test shall ensure that the party testing has the ability to take the test.

28. While the children are with a parent, that parent shall not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, marijuana use, sexually explicit activities, sexual activities, violence, dangerous/unsafe locations and situations, and disrespect for law and order.

29. The parties shall respect their children by communicating primarily with one another directly rather than making the child a messenger between them. The parties shall not ask the children to keep secrets from the other parent. The parties shall not to drill/question the child about the other parent or use the child to get information about the other parent's personal life. The parties shall not disparage or degrade the other parent or

allow a third party to disparage or degrade the other parent while in the presence of the minor children. The parties shall treat each other with dignity and respect in the presence of the children.

CHILD SUPPORT

30. Based on a joint custody worksheet with Petitioner's gross monthly income of $2,439.00 per month and Respondent's gross monthly income of $ 7,122.00 per month with Petitioner's overnights at 220 and Respondents overnights at 145. Rory's child support obligation shall be $921.00 per month. Child support shall commence on October 1, 2026.

31. Pursuant to Utah Code Annotated §78-45-7.16, child support for the parties' minor children shall continue until such time as the children become eighteen (18) years of age, or graduate from high school through a regular course of study, whichever occurs later, or until such time as the children have been otherwise emancipated prior to the age of eighteen (18).

HEALTH INSURANCE & MEDICAL COSTS

32. The parties shall follow the Standard Utah Code regarding Health Insurance Premiums, Medical Expenses, Dental Expenses, Vision Expenses, and etc., where each party shall pay one-half (1/2) of the costs associated with these expenses incurred for the minor children.

33. Currently, the children are on Medicaid. When the children are not on Medicaid, the children's portion of the health care premium may be deducted from or added to the child support obligation, when applicable. Both parties shall be responsible to maintain health insurance for the minor children, where the party who is able to obtain health insurance

coverage at the most reasonable cost shall obtain the coverage and shall provide the other party with executed claim forms, medical cards, insurance information, and other assistance necessary to ensure the prompt payment of the insured portions of such claim. The parties shall equally divide the cost of the minor children's premiums.

34. The parties shall share equally all reasonable and necessary uninsured medical expenses incurred for the minor children, and all reasonable and necessary dental expenses incurred for the minor children.

35. A parent who incurs a reasonable and necessary uninsured medical expense or dental expense for the minor child shall provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of payment. The other parent shall pay his/her one-half (1/2) of the expense within thirty (30) days after receiving the written verification.

36. Notice to Medical Expense Creditors: Pursuant to Utah Code, Annotated §§ 15-4-6.7, 30-2-5, and 30-3-5(1)(c), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 30-3-5, 30-4-3 or 78B-12-212 or an administrative order under § 62A-11-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party should:

a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.

b. Notify the particular creditor of that parties' current address.

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

CHILD CARE COSTS

37. The parties shall equally divide the cost for work or school related childcare. The parties shall attempt to utilize the other parent for childcare before incurring work-related childcare expenses.

38. The party incurring such expenses shall furnish the other with appropriate verification regarding the expense incurred within thirty (30) days of incurring such expenses. The parties shall make payment directly to the other within thirty (30) days following receipt of the verification of the expense.

39. The Petitioner shall waive reimbursement for past child related expenses that have been incurred during separation as part of the property settlement agreement contained herein.

LIFE INSURANCE

40. The Respondent shall maintain at least a $150,000 life insurance policy with the Petitioner as the beneficiary while Respondent has a child support and/or a spousal support

obligation. The Respondent shall obtain the policy within thirty (30) days of signing this agreement and provide verification.

REAL PROPERTY

41. During the course of the marriage the parties acquired real property at 4482 West Pale Moon Lane, South Jordan, Utah 84009.

42. The Petitioner shall be awarded possession, equity and title of the marital property.

43. The Respondent's equity in the property shall be offset by the assets he is awarded in this agreement, mainly by his retirement account.

44. The Petitioner shall be responsible for paying the mortgage and utilities on the property. The Petitioner shall remove Respondent's name from the mortgage as soon as she qualifies to do so in no event not longer than thirty-six (36) months or upon remarriage or cohabitation of Petitioner.

45. The parties shall divide the HELOC as follows: the Petitioner shall be responsible for $27,599.50 of the HELOC balance and the Respondent shall be responsible for the other one-half (1/2) of the balance in the amount of $27,599.50. Neither party shall make any further withdrawals from the HELOC. If any withdrawals are made, the party making the withdrawal shall be responsible for paying that back. The parties shall each pay one-half (1/2) of the payment of the HELOC each month. The parties shall work together to pay off their one-half (1/2) portion and get their names off the loan within twelve (12) months.

DEBTS & LIABILITIES

46. The parties shall each take their own respective debt not listed herein.

47. Petitioner shall be responsible for the debt owed to Barbara Walker in the names of Katie McDonald and Rory McDonald ($1,775.00).

48. The HELOC shall be divided as stated above.

49. The parties shall be individually responsible for any debt associated with an asset and/or vehicle they shall be awarded.

FINANCIAL ACCOUNTS

50. The parties have already divided and closed their joint bank account.

51. Respondent shall be awarded any account held in his individual name.

52. Petitioner shall be awarded any account held in her individual name.

53. Respondent shall be awarded his crypto account, and any other investment account.

RETIREMENT ACCOUNTS

54. The Respondent shall be awarded his T. Rowe Price retirement account in its entirety.

55. The parties shall divide the Fidelity Investment account 50/50 with Father receiving $24,528.00. The parties shall split the cost of a QDRO for the division if any.

56. The parties have already divided the IHC Pension.

PERSONAL PROPERTY

57. The parties personal property shall be divided.

58. Respondent shall be awarded the:

a. Toyota FJ

b. RV and its associated debt

c. 7 Shotguns

d. Hot Wheel Collection

e. ATV I

f. His clothing and personal effects

g. Any other property currently in his possession.

59. Petitioner shall be awarded the:

a. 2025 Acura MDX and its associated debt

a. 1 handgun

b. Her clothing and personal effects

c. Household items

d. Any other property currently in her possession.

60. Each party shall remove the other party's name from the vehicle insurance policy and vehicle title upon the entry of the Decree of Divorce.

61. The Respondent shall remove the property awarded from the primary residence, and the trailer from the Petitioner's mothers residence by December 31, 2026.

ALIMONY

62. Petitioner shall be awarded alimony from Respondent in the amount of $989.00 per month, to be paid on the first of each month. Alimony shall commence the first pay stub of Respondent gaining employment or December 1, 2026, whichever occurs first. Alimony shall terminate upon ten (10) years, cohabitation, remarriage, or death, whichever occurs first.

TAXES

63. The parties shall file separately for the 2026 tax year.

64. In the year 2026, the Petitioner shall claim both children. Beginning 2027 the parties shall each claim one minor child on their tax returns, with Petitioner claiming P.R.M. (Born: June 2017) for tax purposes, and Respondent claiming A.M.M. (Born: March 2021) When there is one minor child remaining, Petitioner shall claim the minor child for tax purposes in even numbered years. Respondent shall claim the parties remaining minor child in odd numbered years.

MISCELLANEOUS

65. 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.

66. The parties shall enter into a mutual restraining order, preventing either party from committing domestic violence against the other, attempting to commit domestic violence, harassing, disparaging, and etc. to the other party.

67. The Petitioner shall be allowed to be restored to her maiden name, Katie Lynn Bauer, or whatever other name should she so choose.

68. If a party must file a motion to enforce the provisions of this agreement and subsequent decree, and prevails, they shall be awarded attorney fees.

69. Each party shall pay their own attorney fees for this initial divorce action.

END OF DOCUMENT – COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

APPROVAL AS TO FORM:

_____
Ryan Ficklin
Attorney for Respondent

RULE 7 NOTICE

Please be advised that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, if you wish to file an objection to the form of the proposed order, you must do so within 7 calendar days after service of the proposed order. The party preparing the proposed order shall file upon being served with an objection or upon expiration of the time to object.

DATED this 9th day of October 2026.

OLD TOWN LEGAL SERVICES, PLLC

/s/ Lauren Forsyth
Lauren Forsyth
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this day 9th of October 2026, I delivered a true and correct copy of the foregoing to the following, via the email.

Ryan Ficklin
Attorney for Respondent

/s/ Jana Clukey