

Regina Lin Melling
Name
660 East Center Street
Address
Spanish Fork, Utah 84660
City, State, Zip
385-225-5751
Phone
regina.rt.212@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Regina Lin Melling
(name of Petitioner)

and

Kyson Joe Melling
(name of Respondent)

Other parties (if any)

Divorce Decree

264400001

Case Number

Denise M Peterson

Judge

Marla Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. Regina Lin Melling is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Regina Lin Melling. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Regina Lin Melling and Kyson Joe Melling** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Grayson Maverick Melling**

Date of Birth: **Feb 13, 2023**

b.

Child Name: **Cole Matthew Melling**

Date of Birth: **Dec 14, 2024**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Grayson Maverick Melling**

Date of Birth: **Feb 13, 2023**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 5, 2025**

Address: **660 East Center Street , Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **Regina Melling**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah 84660 United States**

(2).

Caretaker at this address: **Keara**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah 84660 United States**

(3).

Caretaker at this address: **Brian Terry**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah 84660 United States**

ii.

Move-out Date: **Jun 4, 2025**

Move-in Date: **Feb 13, 2023**

Address: **618 Clover Drive, Jacksonville, North Carolina 28546 United**

States

(1).

Caretaker at this address: **Regina Melling**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah**

84660 United States

(2).

Caretaker at this address: **Kyson Melling**

Caretaker current address: **8809 S Pointe Pkwy E, Apt 1096, Phoenix,**

Arizona 85044 United States

b.

Child Name: **Cole Matthew Melling**

Date of Birth: **Dec 14, 2024**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 5, 2025**

Address: **660 East Center Street , Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **Regina Melling**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah**

84660 United States

ii.

Move-out Date: **Jun 4, 2025**

Move-in Date: **Dec 14, 2024**

Address: **618 Clover Drive, Jacksonville, North Carolina 28546 United**

States

(1).

Caretaker at this address: **Regina Melling**

Caretaker current address: **660 East Center Street , Spanish Fork, Utah**

84660 United States

(2).

Caretaker at this address: **Kyson Melling**

Caretaker current address: **8809 S Pointe Pkwy E, Apt 1096, Phoenix,**

Arizona 85044 United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Regina Lin Melling** and **Kyson Joe Melling**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Regina Lin Melling** and **Kyson Joe Melling** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Regina Lin Melling** and **Kyson Joe Melling**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Regina Lin Melling** be awarded Sole Legal and Sole Physical custody **Kyson Joe Melling** should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

- a. **Regina Melling will have sole custody. Kyson gets Easter and Christmas even years, Thanksgiving and new years odd years. Kyson also gets Winter break and according to their age and the Utah standard summer break plan.**

FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):

Weekly: Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

Weekly: Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in

the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

Weekly: One 8 hour visit every week and one 3 hour visit every week.

Holidays: Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on the same day as the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other

factors the court considers material.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;

b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and

c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Parent-time for special occasions

8. The parents will follow the schedule for special occasions below. If there is more than one child and 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 let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
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Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on 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 at 7 p.m. on Labor Day.		Regina, she has sole custody
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.		Regina, she has sole custody
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	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
Veterans Day	(1) Holiday begins at 6 p.m. on the day before		Regina, she has sole custody

Holiday	Period	Noncustodial Years	Custodial Years
	Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving Break	(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 at 7 p.m. on day before school resumes.	Odd Years	Even Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; 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.	All years	
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	even years	odd years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on	odd years	even years

Holiday	Period	Noncustodial Years	Custodial Years
	December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.		
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	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 at 7 p.m. on Dr. Martin Luther King Jr. Day.		Regina, she has sole custody
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 at 7 p.m. on the day before school resumes.		Regina, she has sole custody
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2)		all years

Holiday	Period	Noncustodial Years	Custodial Years
	Holiday ends at 7 p.m. on the day before school resumes.		
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 at 7 p.m. on Memorial Day.		Regina, she has sole custody
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.		All Years: Regina Lin Melling is the 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.	All Years: Kyson Joe Melling is the father	
Summer Break	Kyson Joe Melling will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Kyson Joe Melling. Kyson Joe Melling will have an additional two weeks of extended Summer Parent-time at the option of Kyson Joe Melling, subject to	Odd years	Even years

Holiday**Period****Noncustodial Years****Custodial Years**

weekday parent-time for Regina Lin Melling, but not weekends normally exercised by Regina Lin Melling. Kyson Joe Melling will notify Regina Lin Melling of the summer break extended parent-time by May 1 each year. Regina Lin Melling will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Regina Lin Melling. Regina Lin Melling will notify Kyson Joe Melling of the summer break extended parent-time by May 15 each year. If the notification by Kyson Joe Melling is not timely, Regina Lin Melling may determine the schedule for extended parent-time for Kyson Joe Melling, so long as Regina Lin Melling has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the

Holiday	Period	Noncustodial Years	Custodial Years
	other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	If it falls within Kysons summer time	
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	If it falls in Kysons summer time	
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.		All Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.		Regina, shes the sole parent
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the	Any	Any

Holiday	Period	Noncustodial Years	Custodial Years
	child's birthday.		
Regina Lin Melling's Birthday	Regina Lin Melling will have parent-time each year on Regina Lin Melling's birthday from 3:00 p.m. until the following morning when Regina Lin Melling delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Kyson Joe Melling's Birthday	Kyson Joe Melling will have parent-time each year on Kyson Joe Melling's birthday from 3:00 p.m. until the following morning when Kyson Joe Melling delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take	All years	

Holiday	Period	Noncustodial Years	Custodial Years
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precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.

Parent-time transfers

9. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

10. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

11. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

12. The school the children will attend is based on **Regina Lin Melling's** home residence.

13. Regina Lin Melling and Kyson Joe Melling has authority to check the children out of school. Regina Lin Melling and Kyson Joe Melling has access to the children during

school. If the parents cannot agree, education decisions will be made by Regina Lin Melling.

Communication with each other

14. Parents will communicate with each other by:

In person

By texting: Regina Lin Melling
Kyson Joe Melling

(385) 225-5751

(208) 761-4141

Communication with the children

15. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

16. Parents and children may communicate with each other whenever the children choose.

- Other communication method: **Parenting App**

17. Other terms about communication with the children: **Kyson is welcome to FaceTime when he wants as long as he asks first and he will respect a no. If no, Regina has 36hrs to call him for a FaceTime. If boys are with Kyson Regina is allowed to FaceTime for bedtime, no more than 30min calls.**

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 3 days, the parent arranging the travel will notify the other parent at least 14 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 14 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Over the age of 18.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i. Thanksgiving holiday beginning Wednesday until Sunday; and

ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i. the entire winter school break period; and

ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be

considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the **the parent who moved**.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

Military Parenting Plan (Utah Code Title 81, Chapter 10, Part 4)

This Military Parenting Plan is proposed by the **petitioner**.

27. This Military Parenting Plan is in addition to the standard Parenting Plan because **Respondent** is a servicemember.

Military Parenting Plan: Notice of deployment

28. After receiving notice of deployment, a deploying parent will give written notice to the other parent within 7 days or as soon as reasonably possible. If the non-deploying parent has a protective order against the deploying parent, the deploying parent will give written notice of deployment to the court. The written notice of deployment should include the destination, duration, and conditions.

Military Parenting Plan: Caretaking authority during deployment

29. Only **Respondent** is a servicemember. While **Respondent** is deployed, caretaking authority of the parties' children is given to:

- **Regina Lin Melling**, who is not deployed.
- **Kyson Joe Melling** will keep some caretaking authority.

30. A person granted caretaking authority must notify the following people of any change in mailing or residential address:

- The deploying parent,
- Anyone with physical or legal custody,
- Anyone who has parent-time, right to access, visitation, and

- Anyone with authority to grant limited contact with the children.

31. However, if a person granted caretaking authority has a court order protecting their address, they must give written notice of any change in mailing or residential address to the court.

Military Parenting Plan: Decision-making authority during deployment

32. The people given caretaking authority above will have decision-making authority to:

- Make day-to-day decisions for the children during the time they are caring for the children.
- Make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decisions with the other people who have caretaking authority as soon as reasonably possible.

Military Parenting Plan: Resolving disputes

33. If the people given caretaking authority need to resolve a dispute about the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for the children.

34. If the people given caretaking authority are unable to agree, they will participate in the following before bringing the issue to the court:

- a. Mediation

Military Parenting Plan: Contact with the deployed parent

35. There will be contact with the children and the deployed parent. **Regina** will arrange for the contact. Contact will be as follows:

Frequency: Weekly

Duration: 30min

Method: Parenting app

Military Parenting Plan: Contact when deployed parent is on leave or is otherwise available

36. When the deployed parent is on leave or is otherwise available, contact with the children will be as follows:

- b. **Parenting app, following visitation plan**

Military Parenting Plan: Child support not modified

37. Child support obligations cannot be modified by the Military Parenting Plan.

38. Changing child support requires a court order.

39. The arrangements in this Military Parenting Plan terminate immediately upon return.

END OF PARENTING PLAN

Income: Petitioner (Regina Lin Melling) (Utah Code 81-6-203)

40. **Regina Lin Melling's** gross monthly income for child support purposes is **\$1813**.

Regina Lin Melling base child support amount using the **sole** custody calculation is **\$380**. **Regina Lin Melling** receives the following gross monthly income:

- a. **Regina Lin Melling** is employed at **American Preparatory Academy**. **Regina Lin Melling** earns **\$1813** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Kyson Joe Melling) (Utah Code 81-6-203)

41. **Kyson Joe Melling's** gross monthly income for child support purposes is **\$3293**.

Kyson Joe Melling receives the following gross monthly income:

- a. **Kyson Joe Melling** is employed at **RH Systems**. **Kyson Joe Melling** earns **\$3293** gross (pre-tax) monthly income working a 40-hour a week job or less.
42. The adjusted gross monthly income for **Kyson Joe Melling** is **\$3293**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

43. It is in the best interest of the children that **Kyson Joe Melling** be ordered to pay child support to **Regina Lin Melling** as follows:

- a. **\$770.00** per month base support. This amount complies with the Utah Child Support Act.

44. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

45. The **sole** custody worksheet was used to calculate child support.

Regina Lin Melling's base child support amount is **\$380** per month.

Kyson Joe Melling's base child support amount is **\$770** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

46. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an

interruption of the consecutive day requirement.

47. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

48. Child support will be paid as follows:

Direct Deposit into Reginas bank account

49. The issue of past-due child support may be decided by future court or administrative action.

50. **Kyson Joe Melling** will pay any ORS fees. If **Regina Lin Melling** is the ORS applicant and the fees are withheld from payments to **Regina Lin Melling**, **Kyson Joe Melling** will reimburse **Regina Lin Melling**.

51. The parties must notify each other within 30 days of any change in their income.

52. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

53. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

54. The parties will do the following for child related support or expenses:

- a. Half paid by the 15th and the other half paid by the last day of the month

55. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support

orders.

Dependent children for tax purposes

56. **Regina Lin Melling** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

57. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

58. **n/a** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage.

This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Kyson Joe Melling's** insurance will be primary coverage.
- **Regina Lin Melling's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Kyson Joe Melling's** spouse's insurance will be primary coverage.
- **Regina Lin Melling's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

59. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

60. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

61. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

62. Vehicles will be divided as follows:

a.

Year: **2011**

Make: **GMC**

Model: **Sierra**

VIN: **N/A**

Owner (before divorce): **Regina Lin Melling**

Current value: **\$11,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Google, Kelly Bluebook**

Ownership After Divorce: **Regina Lin Melling**

Loan: **N/A**

b.

Year: **2023**

Make: **Honda**

Model: **RR 1000**

VIN: **N/A**

Owner (before divorce): **Regina Melling, Kyson Melling**

Current value: **\$16,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Google and Kelly Bluebook**

Ownership After Divorce: **Kyson Joe Melling**

I.

Lender: **Synchrony Bank**

Address: **PO Box 965073 Orlando Florida 32896-5073**

Date Acquired: **N/A**

Amount Owed: **\$13,852.00**

Amounts Estimated: **no**

Monthly Payment: **\$294.72**

The debt will be paid as follows: **Kyson Joe Melling will pay the entire debt.**

Kyson Joe Melling will provide a copy of the divorce decree to the lender.

Bank and credit union accounts

63. Bank and credit union accounts will be divided as follows:

a.

Account Number: **1153**

Account Type: **Checking**

Institution Name: **Mountain America**

Address: **9800 S. Monroe St., Sandy, UT 84070**

Date Opened: **N/A**

Balance (US Dollars): **\$0.00**

Estimated: **no**

Owner: **Kyson Joe Melling**

Co-Owner(s): **N/A**

Divide as follows: **Kyson Joe Melling should be awarded the entire balance of \$0.00 from this money.**

Life insurance policies owned by Regina Lin Melling

64. The life insurance policies owned by Regina Lin Melling will be divided as follows:

a.

Account Number: **2806**

Institution Name: **Americo**

Address: **300 W. 11th Street, Kansas City, MO 64105**

Date Opened: **N/A**

Balance (US Dollars): **\$250,000.00**

Estimated: **yes**

Estimation basis: **That's the covered amount**

Owner: **N/A**

Divide as follows: **Regina Lin Melling should be awarded the entire balance of \$250,000.00 from this money.**

65. This other property will be divided as follows:

a.

Description: **Regina's Wedding Ring**

Date acquired: **N/A**

Current value: **\$1,000.00**

Estimated: **yes**

Basis of estimation: **Google**

Ownership after divorce: **Regina Lin Melling**

Loan: **N/A**

b.

Description: **2022 Yamaha r7**

Date acquired: **N/A**

Current value: **\$1,000.00**

Estimated: **yes**

Basis of estimation: **Its torn apart**

Ownership after divorce: **Kyson Joe Melling**

Loan: **N/A**

Debts

66. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **1007**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$7,993.80**

Minimum Monthly Payment (in US Dollars): **\$268.72**

Owner: **Regina Melling**

The debt will be paid as follows: **Regina Lin Melling will pay the entire debt. Regina Lin Melling will provide a copy of the divorce decree to the lender.**

b.

Account Number: **7438**

Institution Name: **Mountain America Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,999.00**

Minimum Monthly Payment (in US Dollars): **\$50.00**

Owner: **Kyson Melling**

The debt will be paid as follows: **Kyson Joe Melling will pay the entire debt.**
Kyson Joe Melling will provide a copy of the divorce decree to the lender.

c.

Account Number: **2191**

Institution Name: **Mountain America Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$488.83**

Minimum Monthly Payment (in US Dollars): **\$15.00**

Owner: **Regina Melling**

The debt will be paid as follows: **Regina Lin Melling will pay the entire debt.**
Regina Lin Melling will provide a copy of the divorce decree to the lender.

d.

Account Number: **5691**

Institution Name: **Citi Bank Best Buy**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,850.01**

Minimum Monthly Payment (in US Dollars): **\$125.00**

Owner: **Kyson Melling**

The debt will be paid as follows: **Kyson Joe Melling will pay the entire debt.**
Kyson Joe Melling will provide a copy of the divorce decree to the lender.

Installment Loan Debt

a.

Account Number: **1153**

Institution Name: **Mountain America Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,275.13**

Minimum Monthly Payment (in US Dollars): **\$99.81**

Owner: **Regina Melling, Kyson Melling**

The debt will be paid as follows: **Regina Lin Melling will pay the entire debt.**
Regina Lin Melling will provide a copy of the divorce decree to the lender.

b.

Account Number: **2191**

Institution Name: **Mountain America Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,539.90**

Minimum Monthly Payment (in US Dollars): **\$302.89**

Owner: **Regina Melling, Kyson Melling**

The debt will be paid as follows: **Kyson Joe Melling will pay the entire debt.**
Kyson Joe Melling will provide a copy of the divorce decree to the lender.

c.

Account Number: **1012**

Institution Name: **Mohela**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,378.92**

Minimum Monthly Payment (in US Dollars): **\$50.00**

Owner: **Regina Terry**

The debt will be paid as follows: **Regina Lin Melling will pay the entire debt.**
Regina Lin Melling will provide a copy of the divorce decree to the lender.

Real property

67. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

68. Neither party will pay alimony.

Retirement money

Additional provisions

69. The parties will adhere to the following additional provisions:

a.

Additional Provision: New spouses have no say on divorce or child agreement. This is between Kyson and Regina as the biological parents. New spouses will not meet the children till 4 months of dating. If problems arise or amendments need made, mediation is the first step before going to court.

Duty to sign documents

70. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

71. **Regina Lin Melling** changed **her** name when the parties married. **Regina Lin Melling's** name will be **Regina Lin Terry** after the divorce.
Judge's signature may instead appear at the top of the first page of this document.

Judge **Denise M. Porter**

Commissioner _____

Other Party Signature ► 

Other Party Name Kyson Joe Melling

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

Name: **Kyson Joe Melling**
Method of service: **Email**
Address: **sbkid801@gmail.com**
Date of Service: **Mar 18, 2026**

Printed Name Regina Melling

FILED

MAR 24 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY