

Staci Leann Elliott
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Online Court Assistance Program

Check your email. You will receive information
and documents at this email address.

I am the Petitioner

In the District Court of Utah
Third Judicial District, Salt Lake County
Salt Lake City - Third District Court, 450 South State Street, Salt Lake City, UT 84114

In the Matter of the Marriage of

Staci Leann Elliott

and

Richard Ryan Elliott

Divorce Decree and Judgment

Case Number: **244402198**

Judge: **Thomas Low**

Commissioner: **Snow**

The court decrees:

Divorce

1. **Staci Leann Elliott** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Staci Leann Elliott** and **Richard Ryan Elliott** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. **Myah Ryann Elliott**

Born 02/20/2012

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Staci Leann Elliott's** home **182** overnights each year and in **Richard Ryan Elliott's** home **183** overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

The children will live with **Richard Ryan Elliott 183** overnights each year and with **Staci Leann Elliott 182** overnights each year according to a custom parent-time schedule.

Richard Ryan Elliott will be the “custodial” parent:

We will communicate with each other for the best interest of Myah.

Parent-time for special occasions

4. 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 30-3-35, 35.1)

Holiday	Holiday Time Period	Years and Parent Granted Holiday	Years and Parent Granted Holiday
Labor Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Columbus Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Fall Break (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Halloween (Custom)	Child can decide which parent she would like to spend time with since she is over 12 years of age.		
Veterans Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Thanksgiving Break (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Winter Break (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Christmas Eve (Custom)	Myah will be with Staci during christmas eve from 3pm until christmas day at 10am.		
Christmas Day (Custom)	Myah will be with Staci until 10am on christmas day then Richard will take her from 10am for the rest of the day.		

New Year's Eve (Custom)	Myah can decide who she spends time with since she is over the age of 12.		
New Year's Day	Myah can decide who she wants to spend time with since she is over 12 years of age.		
Dr. Martin Luther King Jr. Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
President's Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Spring Break (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Mother's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: Staci Leann Elliott	All Years: Staci Leann Elliott
Memorial Day (Custom)	Myah can decide who she would like to spend time with since she is 12 years of age.		
Father's Day Children 5 to 18 years of age (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Richard Ryan Elliott is the father	All Years: Richard Ryan Elliott is the father
Juneteenth National Freedom Day Holiday (Custom)	Myah can decide who she would like to spend time with since she is over 12 years of age.		
Summer Break (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Independence Day (Custom)	Myah can decide who she would like to spend time with since she is over 12 years of age.		
Pioneer Day (Custom)	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		
Child's Birthday Custom	We will be making decisions off of what plans each other has and come to an agreement for the best interest of Myah.		

Parent-time transfers

5. 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.

Decision-making

6. The following applies to the Parenting Plan:

- 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.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education Plan

7. The school the children will attend is based on **Richard Ryan Elliott's** home residence.

8. **Staci Leann Elliott** has authority to check the children out of school.

9. **Richard Ryan Elliott** has authority to check the children out of school.

10. **Staci Leann Elliott** has access to the children during school.

11. **Richard Ryan Elliott** has access to the children during school.

Communication with each other

12. Parents will communicate with each other by any method.

Communication with the children

13. 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.

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

By any method

Records and information sharing

14. 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

15. 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. If the children will be travelling for more than **4** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **15** days in advance. In case of emergency, the parent will provide as much notice as possible.

Relocation of a parent (Utah Code 30-3-37)

16. 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.

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.

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.

17. If either parent lives more than 149 miles away from the other, or if the parents live a 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 30-3-37)

- 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.

18. 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 shared equally.

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.

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

Changing the plan

19. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

20. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court: **Mediation** Other agreements about resolving disputes: **If Richard is unable to take Myah to any appointments he should make Staci aware of this so she can possibly take Myah to those appointments leaving out anyone else.**

Additional parenting responsibilities, expectations or commitments

21. No additional provisions

Military service by a parent (Utah Code 78B-20-4)

22. Neither parent is a servicemember.

23. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

Income: Staci Leann Elliott (Utah Code 78B-12-203)

24. **Staci Leann Elliott's** adjusted gross monthly income for child support purposes is **\$5,616.00**. Her base child support amount using the joint custody calculation is **\$277.00** per month. She receives the following gross monthly income:

- a. **Staci Leann Elliott** is employed at **Huntsman Mental Health Institute**. She

earns **\$5,616.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Richard Ryan Elliott (Utah Code 78B-12-203)

25. **Richard Ryan Elliott's** adjusted gross monthly income for child support purposes is **\$1,257.00**. His base child support amount using the joint custody calculation is **\$0.00** per month. He receives the following gross monthly income:

a. **Richard Ryan Elliott's** occupation is unknown. **Richard Ryan Elliott's** wage should be imputed to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1,257.00**. (Utah Code 78B-12-203(8)(c)). The adjusted gross monthly income for **Richard Ryan Elliott** is **\$1,257.00**.

Child Support (Utah code 78B-12-202 et seq.)

26. **Staci Leann Elliott** and **Richard Ryan Elliott** believe that the guideline amount for child support is unjust, inappropriate, or not in the best interest of the parties' children for the following reasons:

I carry insurance on the child and we will work out anything that Myah may need together. Richard owns his own business and does well for himself so we have both agreed that child support is not something we are wanting to deal with we will still share the financial responsibility of Myah like we have been so far.

27. It is in the best interest of the children that neither party should be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

28. Child support will be paid as follows:

No child support each month we will be working together like we have been to take care of Myah separately for years.

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

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

Dependent children for tax purposes

31. **Staci Leann Elliott** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 78B-12-212)

32. 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 78B-12-102(13).

Staci Leann Elliott 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:

- **Staci Leann Elliott's** insurance will be primary coverage.
- **Richard Ryan Elliott'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:

- **Staci Leann Elliott spouse's** insurance will be primary coverage.
- **Richard Ryan Elliott 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.

Public assistance statement – Office of Recovery Services (ORS)

(Utah Code 78B-12-113)

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

Personal property (Utah Code 30-3-5)

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

35. Bank and credit union accounts are divided as follows:

- a. Account number: **1898**
Name of Institution: **Chime**
Address: **Unknown**
Unknown
Account Balance: **\$0.00**
Names on Account: **Staci Leann Elliott**
Divide as follows: **Don't divide.**

Life insurance policies owned by Staci Leann Elliott

36. The life insurance policies owned by **Staci Leann Elliott** will be divided as follows:

- a. Life Insurance Company: **Unknown**
Account Number: **Unknown**
Address: **Unknown, Unknown**
Face Value: **\$0.00**
Cash Value: **\$0.00**
Divide as follows: **Don't divide.**

Life insurance policies owned by Richard Ryan Elliott

37. The life insurance policies owned by **Richard Ryan Elliott** will be divided as follows:

- a. Life Insurance Company: **Unknown**
Account Number: **Unknown**
Address: **Unknown, Unknown**
Face Value: **\$0.00**
Cash Value: **\$0.00**
Divide as follows: **Don't divide.**

Debts

38. 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.

Other debt

- a. Debt owed to: **Unknown**
Street: **Unknown**
City, State, Zip: **Unknown**
Description of debt: **Unknown**
Amount owed on debt: **\$0.00**
The debt will be paid as follows: **Any debt that either of us have we will be paying for that ourselves we will not be splitting any debt.**
Person to provide creditor divorce decree: **Staci Leann Elliott**

Real property

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

Business interests

40. The parties' ownership interests in business will be divided as follows:

- a. Business name: **Snow Mountain Custom Woodworking**
Address: **109 E 310 N, Salem, UT 84653**
Phone: **801-310-0246**
Nature of business: **Cabinetry, Finishwork**
Ownership percent: **Staci Leann Elliott 00%**
Ownership percent: **Richard Ryan Elliott 100%**
Total value parties own together: **\$0.00**
Ownership of business after divorce: **This was built by Richard in the process of our marriage but I do not want anything from this business I just want to make sure my name is off anything to do with the business including insurance policies.**

Alimony

41. Neither party will pay alimony.

Retirement money

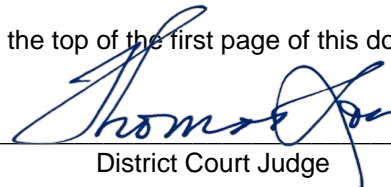
42. The parties do not need a court order about retirement money.

Duty to sign documents

43. 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)

Judge's signature may instead appear at the top of the first page of this document

DATED April 29, 2026


District Court Judge



DATED _____

District Court Commissioner

Richard Ryan Elliott

Approved as to Form

Certificate of Service

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

Person's Name	Service Method	Service Address	Service Date
Richard Ryan Elliott Respondent	Hand Delivery	1130 S Highway 198 Payson, UT 84651	08/17/2024

08/11/2024

Date

Sign here

Staci Elliott

Staci Leann Elliott