



K. BRADLEY CARR (14428)
CARR | WOODALL, LLC
Attorney for Doc Prep
1309 W. South Jordan Pkwy,
Suite 200 South Jordan, Utah 84095
Telephone: (801) 254-9450
email: brad@carrwoodall.com

IN THE FOURTH JUDICIAL DISTRICT COURT
OF WASATCH COUNTY, UTAH

IN THE MATTER OF THE MARRIAGE OF: JAMES RICHINS, Petitioner, And, AMELIA RICHINS, Respondent.	DECREE OF DIVORCE Case No. 264500032 Judge Jennifer A. Mabey
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This matter came before the Court on Petitioner's Request to Submit. Good cause appearing, and having previously entered its Findings of Fact and Conclusions of Law, the Court enters the following DECREE OF DIVORCE:

1. The parties are granted a Decree of Divorce on grounds of irreconcilable differences during the course of their marriage.

Custody and Parent Time

2. The parents will share joint legal custody and joint physical custody of their three minor children. The parties will share parent time on a 50-50 basis as they can agree, if they cannot agree, they will follow the parent time schedule as

outlined in UCA 81-9-305 with Amelia having the children every Monday & Tuesday overnight, James will have the children every Wednesday & Thursday overnight, and they will alternate the weekends, Friday, Saturday, & Sunday overnight.

3. The parents will share holiday and extended parent time as they can agree, if they cannot agree they will follow the holiday schedule as outlined in UCA 81-9-305 with James receiving the schedule of the non-custodial parent (this designation is for the purpose of holiday assignment only).

Medical Costs

4. James will cover the cost of the children's share of the health insurance premiums.

5. Otherwise, the parties will equally share the cost of any out of pocket medical costs related to the children. The parties will utilize James' HSA to pay any medical costs and the parties will equally share the balance left, of any.

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

7. After a parent receives verification of a medical expense as outlined herein, they will have 30 days in which to reimburse the other parent for their 1/2 of medical expense.

Child Care

8. The parties will equally share any work related child care for the

children.

9. A parent who incurs work related child care expenses shall provide written verification of the cost and payment of the work related child care to the other parent within 30 days of payment.

10. After a parent receives verification of a work related child care expense as outlined herein, they will have 30 days in which to reimburse the other parent for their 1/2 of the work related day care cost.

Education Costs

11. The parties will equally share the children's required public school expenses, including school lunches, costs for prom, graduation costs, school clothing etc.

12. A parent who incurs public school expense shall provide written verification of the cost and payment of public school expense to the other parent within 30 days of payment.

13. After a parent receives verification of a public school expense as outlined herein, they will have 30 days in which to reimburse the other parent for their 1/2 of the public school expense.

Miscellaneous Costs & Responsibilities

14. The parties agree they will share the responsibility to get the children to and from appointments with medical & health care providers.

Child Support

15. Effective July 1, 2026, James will pay Amelia \$630.00 in child support each month. The child support is calculated on the joint calculator with James earning \$11,835.00 gross monthly with 182 overnights and Amelia earning \$4,160.00 with 183 overnights. Child support will be paid as the parties agree, if they cannot agree child support is due 1/2 on the 5th and 1/2 on the 20th of each month.

Parenting Plan Provisions

Communication

16. Communication between the parties shall be by phone, via text or email (or agreed upon co-parenting app) only and only concerning the children, unless there is an emergency or time necessitates. Communication shall be peaceful, civil, and non-abusive. The parties shall utilize a shared calendar for scheduling and notifying of child related events, schedules.

17. Neither party should ask or attempt in any way to have the children transfer messages between the Parties, whether verbal or written. The Parties should contact each other directly via text message or phone to discuss personal or child-related issues between themselves and should not involve the children.

18. Communication should be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

19. Both Parties recognize that the best interests of the children require the Parties to cooperate and treat each other with dignity and respect, especially in the

presence of the children. Both parents should use their best efforts to foster the development and maintenance of positive relationships with the children by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

- a. Neither parent should attempt to harm or alienate the relationship the other parent has with the children in any form. Neither parent should make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the children, including making posts on social media.
- b. The parents should cooperate and include each other as to their children's health care, schooling, religious activities, organized sports, and other special activities and should notify each other of their children's regular activities so that they may participate; and
- c. The parents should not involve the children in disputes or disagreements that may arise between each other.
- d. The Parties should have a co-parenting relationship that is built on trust and respect;
- e. The Parties should establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs;

- f. The Parties should listen to each other and do their best to understand the other's point of view;
- g. The Parties should make all attempts to resolve all conflict between them and should utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- h. The Parties should support each other in their respective parenting roles and should use positive words about the other parent and the other parent's partner or spouse to the children, and should be restrained from saying anything negative about the other parent, for the purpose of the children developing good self-esteem;
- i. The Parties should solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- j. If tension arises in a telephone call, the Parties should take a break from the telephone call or leave their conversations to email;
- k. The Parties should work together to improve their parenting skills and to share their ideas;
- l. The Parties should live by the golden rule that they should treat each other as they would like to be treated;
- m. The Parties should start over and recommit to this
- n. Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and

- o. The Parties should see the other parent as a resource, consultant, and ally. The Parties should effectively work together as co-parents to promote the best interest of the children.

Contact Information

20. Each party should keep the other informed as to changes in residential addresses; home, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency. Notification should be given within 24 hours of any change.

Extended Overnight Trips

21. Both Parties should notify the other whenever either party intends to take the children on any overnight trip away from their residence, and provide the other party with a travel itinerary with addresses and telephone numbers where they may be reached in the event of an emergency. Further, both Parties should obtain the other party's permission to take the children if a trip interferes with the other party's parenting time.

Activities, Events, and Information

22. Both Parties should be entitled to participate in all social and school functions their children attend. Each party should be entitled to know about all important events in a child's life, including the right to have relationships with and access to third parties and information having to do with the children. This shall include health care providers and educators as well as medical and school records.

Non-Interference with Parent-Time

23. The Parties should never schedule or promote to a child any special events or activities occurring during the other party's parent-time without first obtaining permission from that party. The requesting party should notify the other party of the event or activity and discuss with them the benefits of a child's attendance prior to discussing it with the child. If the other party has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting party should abide by that decision and not attempt to influence the other parent through the child.

24. Neither parent should attempt to restrain or control the activities of a child during the other parent's parent-time.

Relatives

25. Each party shall make reasonable efforts for the minor children to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies).

Transportation

26. If school is in session, the parent who is exercising their parent time period with the children is responsible to take the children to school in the morning at the conclusion of their last overnight parent time, and the parent who is

commencing their parent time period with the children, is responsible to pick the children up from school in the afternoon of that same day in order to commence their parent time period.

27. Each party is responsible to transport the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school, unless the children are driving themselves to school.

28. The parents will share in the transportation of the children for parent time as they can agree.

29. Any parent time exchanges which do not take place at school shall take place at the parties' residences curbside. In connection with this, the parent who is in the vehicle (and any third party accompanying that parent) to remain in the vehicle, and the parent who is in the residence (and any third party at the residence) to remain in the residence. The children will walk independently and unaccompanied between the vehicle and residence.

30. Both parents should be polite and cordial and behave maturely during exchanges of the children. There shall be no conflict or discussions that may lead to conflict during the exchange.

31. The parents should also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

Virtual Parent-Time

32. Both parents should allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and should encourage the children to call the other parent.

33. Each parent should allow the minor children to contact the other parent at any time the minor children desires to have telephone or virtual contact.

34. Each party should have the right to contact the children at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc to participate).

35. These calls should not be unreasonably denied by the parent who has the children, as long they do not conflict with existing plans or scheduled events, or interfere with the children's customary routine, thereby causing emotional discomfort.

Relocation of a Parent

36. The parties shall follow the notification provisions of Utah Code Ann §81-9-209, if a party intends to seek a relocation outside of the "Heber Valley."

Procedure for Joint Decision-Making

37. It is anticipated that parental decisions shall be required for major issues in raising the children and in meeting their ongoing needs in the areas of education, medical care and religious upbringing. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other and respond to one another within 24 hours of any message being sent.

If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If the parties are unable to agree after meeting with an expert in the field, the parties will attend mediation, with each party paying 1/2 the cost. If the parents cannot agree after attending mediation, either parent may seek intervention by the court.

38. The parents agree the children will remain attending their current schools and feeder schools unless they mutually agree in writing to move the children.

39. The parents agree they will not speak disparagingly about the other parent to or in the presence of the children and will further remove the children from the presence of any third party doing the same.

40. The parents will not sign the children up for any extracurricular activity without first discussing the activity with the other parent. If the parents agree to the activity in writing they will equally share the cost of the activity and ensure the children attend the activity during their parent time. If the parents do not agree on an activity, one parent may sign the children up for an activity, but the other parent is not responsible to pay for 1/2 the cost and is not required to make the children available during their parent time.

New Partners

41. The parents will not introduce the children to a new romantic partner

until they have been dating that partner for at least 3 months consistently and exclusively. Once the children have been introduced to a new romantic partner, the partner will not spend the night for 3 additional months. The parents will notify one another when they plan to introduce the children to a new romantic partner.

Restraints

42. The parents agree they will not consume alcohol to the point of intoxication, take illegal drugs, or take prescription drugs outside to eh prescription when they are exercising parent time with the children.

Taxes

43. The parties will file their 2025 taxes jointly and will each receive 1/2 of any refund. If there is an amount due, it will be paid with the bonus James received in March 2026 and after paying the taxes the remaining bonus will be equally divided.

44. Beginning with the 2026 tax year, the parties will file their tax returns separately and equally share the tax benefits for the children. When there is an odd number or only one child is available, Amelia will receive the right to claim the only or extra child in even numbered tax years and James will receive the right to claim the only or extra child in odd numbered tax years.

Real Property

45. The parties own a marital home and will list the home for sale in the Spring of 2026. The parties will mutually agree on a realtor and will follow the

realtors recommendations regarding the list price and responding to any offers. The parties will follow the recommendations of the realtor in regard to any repairs done to the home and will equally share the cost of such repairs.

46. When the home is sold the first mortgage and Home Equity Line of Credit will be paid in full and all sales costs and fees will be paid in full. The marital debt will then be paid in full. After all of the marital debt is paid in full, the parties will equally divide the remaining proceeds from the sale.

47. At the time the home is sold, James will pay Amelia \$6,000.00 from his portion of the proceeds to equalize the values of the vehicles they are each awarded.

Debts

48. All marital debt will be paid at the time the marital home is sold. Until the home is sold the parties will continue to pay debts as has been their practice.

49. Each party is responsible for any debts in their own name.

Personal Property

50. The parties will divide their personal property as they can agree except as outlined herein, if they cannot agree they will return to mediation.

51. James is awarded the 2015 Chevy Dura Max subject to any debt on the vehicle and the 2009 Toyota Corolla.

52. Amelia is awarded the 2019 Subaru subject to any debt on the vehicle.

53. The parties own a travel trailer, 4-wheeler with trailer, and motorcycle.

The parties will continue to jointly own these three vehicles and share the use of the vehicles.

Financial & Retirement Accounts

54. Each party is awarded the bank accounts in their own name.

55. The parties will each receive 1/2 of the marital portion of James 401k from URS. They will equally share the cost of the QDRO, if needed.

Alimony

56. James will pay Amelia alimony in the amount of \$1,800.00 each month. Alimony payments will start the first month after the parties sell and close on their home. James will pay alimony for a total of 10 years (120 months), until Amelia remarries or cohabits as defined by Utah law, or one party dies ,whichever occurs first. Alimony will be paid as the parties can agree, if they cannot agree, James will pay 1/2 on the 5th and 1/2 on the 20th of each month.

Name Change

57. Amelia may be restored to her maiden name of “Kelsch” if she so chooses.

--END OF ORDER. THE COURT'S SIGNATURE IS AT THE TOP OF FIRST PAGE--

Approved to Form:

/s/ Amelia Richins

AMELIA RICHINS

By Brad Carr with permission from
Amelia via email

/s/ James Richins

JAMES RICHINS

By Brad Carr with permission from
James via email