

John David Riley  
Name  
1423 Madera Hills Dr  
Address  
Bountiful, Utah 84010  
City, State, Zip  
801-722-4775  
Phone  
jriley2009@live.com  
Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

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

John David Riley  
(name of Petitioner)

and

Angela Molina Riley  
(name of Respondent)

Other parties (if any)

### Divorce Decree

264700525

Case Number

Michael D Direda

Judge

Julie Winkler

Commissioner (domestic cases)

The court decrees:

### Divorce

1. John David Riley is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by John David Riley. The divorce will become final upon entry of the divorce decree.

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

2. **John David Riley** and **Angela Molina Riley** 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: **Gage John Riley**

Date of Birth: **Nov 1, 2010**

b.

Child Name: **Krew William Riley**

Date of Birth: **Feb 28, 2012**

c.

Child Name: **Hudson Andrew Riley**

Date of Birth: **Apr 4, 2014**

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: **Gage John Riley**

Date of Birth: **Nov 1, 2010**

i.

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

Move-in Date: **Nov 15, 2021**

Address: **1423 Madera Hills Dr, Bountiful, Utah 84010 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

ii.

Move-out Date: **Nov 10, 2021**

Move-in Date: **Jan 20, 2017**

Address: **64 E Zen Rd , Vineyard , Utah 84059 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

b.

Child Name: **Krew William Riley**

Date of Birth: **Feb 28, 2012**

i.

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

Move-in Date: **Nov 15, 2021**

Address: **1423 Madera Hills Dr, Bountiful, Utah 84010 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

ii.

Move-out Date: **Nov 10, 2021**

Move-in Date: **Jan 20, 2017**

Address: **64 E Zen Rd , Vineyard , Utah 84059 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010 United States**

c.

Child Name: **Hudson Andrew Riley**

Date of Birth: **Apr 4, 2014**

i.

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

Move-in Date: **Nov 15, 2021**

Address: **1423 Madera Hills Dr, Bountiful, Utah 84010 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

ii.

Move-out Date: **Nov 10, 2021**

Move-in Date: **Jan 20, 2017**

Address: **64 E Zen Rd , Vineyard , Utah 84059 United States**

(1).

Caretaker at this address: **John David Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**United States**

(2).

Caretaker at this address: **Angela Molina Riley**

Caretaker current address: **1423 Madera Hills Dr, Bountiful, Utah 84010**

**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 **John David Riley** and **Angela Molina Riley**'s minor children in any court or government agency. This

includes filed, pending, and completed cases.

6. **John David Riley** and **Angela Molina Riley** 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 **John David Riley** and **Angela Molina Riley**.

### Children - custody

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

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **John David Riley** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **John David Riley's** home **182** overnights each year and in **Angela Molina Riley's** home **183** overnights each year.

Income: Petitioner (John David Riley) (Utah Code 81-6-203)

9. **John David Riley's** gross monthly income for child support purposes is **\$9750**. **John David Riley** receives the following gross monthly income:

- a. **John David Riley** does not have any countable income from any source.
- b. **John David Riley** does not have any income from employment.
- c. **John David Riley** is employed at **Murray City**. **John David Riley** earns **\$9750** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Angela Molina Riley) (Utah Code 81-6-203)

10. **Angela Molina Riley's** gross monthly income for child support purposes is **\$9167**. **Angela Molina Riley** receives the following gross monthly income:

- a. **Angela Molina Riley** is employed at **Lawerence Foods Inc.** **Angela Molina Riley** earns **\$9167** gross (pre-tax) monthly income working a 40-hour a week job or less.

11. The adjusted gross monthly income for **Angela Molina Riley** is **\$0**.

### Parent-time for special occasions

12. 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	Noncustodial parent	Angela Molina Riley
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.	Odd years	Even years
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.	Even years	Odd years
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 Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
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.	Even years	Odd 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd 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.	Odd years	Even years
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.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.		All years: Angela

Holiday	Period	Noncustodial parent	Angela Molina Riley
	(2) Holiday ends on Mother's Day at 7 p.m.		Molina Riley is the mother
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Angela Molina Riley, but not weekends normally exercised by Angela Molina Riley. Noncustodial parent will notify Angela Molina Riley of the summer break extended parent-time by May 1 each year. Angela Molina Riley will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Angela Molina Riley. Angela Molina Riley will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Angela Molina Riley may determine the schedule for extended parent-time for Noncustodial parent, so long as Angela Molina Riley 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 other parent.	Odd years	Even years
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.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd 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.	Even years	Odd years
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 child's birthday.	Odd years	Even years
Angela Molina Riley's Birthday	Angela Molina Riley will have parent-time each year on Angela Molina Riley's birthday from 3:00 p.m. until the following morning when Angela Molina Riley 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
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent 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	All years	

Holiday	Period	Noncustodial parent	Angela Molina Riley
	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

13. 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

14. 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

15. 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

16. The school the children will attend is based on **Angela Molina Riley's** home residence.

17. John David Riley and Angela Molina Riley has authority to check the children out of school. John David Riley and Angela Molina Riley has access to the children during school. If the parents cannot agree, education decisions will be made by Angela Molina Riley.

### Communication with each other

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

### Communication with the children

19. 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.

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

- By any method

## Records and information sharing

21. 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

22. 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.

23. If the children will be travelling for more than **7** 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 **14** days in advance. In case of emergency, the parent will provide as much notice as possible.

## Child care

24. A child care provider for our children must be:  
A relative, friend, or neighbor.

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

25. 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.

26. 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 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.

27. 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**.

28. 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.

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

## Resolving disputes

30. 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:

a. **Mediation**

## Changing the plan

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

31. 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.

## END OF PARENTING PLAN

Income: Petitioner (John David Riley) (Utah Code 81-6-203)

32. **John David Riley's** gross monthly income for child support purposes is **\$9750**. **John David Riley** base child support amount using the **joint** custody calculation is **\$0**. **John David Riley** receives the following gross monthly income:

33. **John David Riley's** gross monthly income for child support purposes is **\$9750**. **John David Riley** receives the following gross monthly income:

- a. **John David Riley** does not have any countable income from any source.
- b. **John David Riley** has no recent work history. The court should consider **John David Riley's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **John David Riley** is **\$0**.
- d. **John David Riley** is voluntarily unemployed. Based on **John David Riley's** work experience, **John David Riley** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- e. **John David Riley's** occupation is unknown. The court should consider **John David Riley** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- f. **John David Riley** is employed at **Murray City**. **John David Riley** earns **\$9750** gross (pre-tax) monthly income working a 40-hour a week job or less.
- g. **John David Riley** is employed at **Murray City** and grosses **\$9750** per month. **John David Riley** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **John David Riley's** work experience, gross monthly income should be attributed to **John David Riley** in the amount of **\$0** per month. (Utah Code 81-6-203)
- h. **John David Riley** has normally and consistently earned **\$0** per month in overtime or additional employment above **John David Riley's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **John David Riley** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability

insurance, Social Security Disability Insurance, or payments from “nonmeans-tested” government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

j. **John David Riley** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

k. **John David Riley** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **John David Riley** has the following income from any of these sources:

m. **John David Riley** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **John David Riley** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **John David Riley** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

#### Income: Respondent (Angela Molina Riley) (Utah Code 81-6-203)

34. **Angela Molina Riley's** gross monthly income for child support purposes is **\$9167**.

**Angela Molina Riley's** base child support amount using the **joint** custody calculation is **\$0**. **Angela Molina Riley** receives the following gross monthly income:

35. **Angela Molina Riley's** gross monthly income for child support purposes is **\$9167**.

**Angela Molina Riley** receives the following gross monthly income:

a. **Angela Molina Riley** does not have any countable income from any source.

b. **Angela Molina Riley** has no recent work history. The court should consider **Angela Molina Riley's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

c. **Angela Molina Riley** is voluntarily unemployed. Based on **Angela Molina Riley's** work experience, **Angela Molina Riley** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)

d. **Angela Molina Riley's** occupation is unknown. The court should consider **Angela Molina Riley** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))

e. **Angela Molina Riley** is employed at **Lawerence Foods Inc**. **Angela Molina Riley** earns **\$9167** gross (pre-tax) monthly income working a 40-hour a week job or less.

f. **Angela Molina Riley** is employed at **Lawerence Foods Inc** and grosses **\$9167** per

month. **Angela Molina Riley** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Angela Molina Riley's** work experience, gross monthly income should be attributed to **Angela Molina Riley** in the amount of **\$0** per month. (Utah Code 81-6-203)

g. **Angela Molina Riley** has normally and consistently earned **\$0** per month in overtime or additional employment above **Angela Molina Riley's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

h. **Angela Molina Riley** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, Social Security Disability Insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **Angela Molina Riley** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

j. **Angela Molina Riley** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

k. **Angela Molina Riley** has the following income from any of these sources:

l. **Angela Molina Riley** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

m. **Angela Molina Riley** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Angela Molina Riley** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

36. The adjusted gross monthly income for **Angela Molina Riley** is **\$0**.

Income: Petitioner (John David Riley) (Utah Code 81-6-203)

37. **John David Riley's** gross monthly income for child support purposes is **\$9750**.

**John David Riley** base child support amount using the **joint** custody calculation is **\$0**.

**John David Riley** receives the following gross monthly income:

38. **John David Riley's** gross monthly income for child support purposes is **\$9750**.

**John David Riley** receives the following gross monthly income:

a. **John David Riley** does not have any countable income from any source.

b. **John David Riley** has no recent work history. The court should consider **John David Riley's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross

monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

c. The adjusted gross monthly income for **John David Riley** is **\$0**.

d. **John David Riley** is voluntarily unemployed. Based on **John David Riley's** work experience, **John David Riley** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)

e. **John David Riley's** occupation is unknown. The court should consider **John David Riley** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

f. **John David Riley** is employed at **Murray City**. **John David Riley** earns **\$9750** gross (pre-tax) monthly income working a 40-hour a week job or less.

g. **John David Riley** is employed at **Murray City** and grosses **\$9750** per month. **John David Riley** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **John David Riley's** work experience, gross monthly income should be attributed to **John David Riley** in the amount of **\$0** per month. (Utah Code 81-6-203)

h. **John David Riley** has normally and consistently earned **\$0** per month in overtime or additional employment above **John David Riley's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **John David Riley** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

j. **John David Riley** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

k. **John David Riley** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **John David Riley** has the following income from any of these sources:

m. **John David Riley** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **John David Riley** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **John David Riley** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Angela Molina Riley) (Utah Code 81-6-203)

39. **Angela Molina Riley's** gross monthly income for child support purposes is **\$9167**.

**Angela Molina Riley's** base child support amount using the **joint** custody calculation is **\$0**. **Angela Molina Riley** receives the following gross monthly income:

40. **Angela Molina Riley's** gross monthly income for child support purposes is **\$9167**.

**Angela Molina Riley** receives the following gross monthly income:

- a. **Angela Molina Riley** does not have any countable income from any source.
- b. **Angela Molina Riley** has no recent work history. The court should consider **Angela Molina Riley's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. **Angela Molina Riley** is voluntarily unemployed. Based on **Angela Molina Riley's** work experience, **Angela Molina Riley** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- d. **Angela Molina Riley's** occupation is unknown. The court should consider **Angela Molina Riley** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))
- e. **Angela Molina Riley** is employed at **Lawerence Foods Inc**. **Angela Molina Riley** earns **\$9167** gross (pre-tax) monthly income working a 40-hour a week job or less.
- f. **Angela Molina Riley** is employed at **Lawerence Foods Inc** and grosses **\$9167** per month. **Angela Molina Riley** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Angela Molina Riley's** work experience, gross monthly income should be attributed to **Angela Molina Riley** in the amount of **\$0** per month. (Utah Code 81-6-203)
- g. **Angela Molina Riley** has normally and consistently earned **\$0** per month in overtime or additional employment above **Angela Molina Riley's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- h. **Angela Molina Riley** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **Angela Molina Riley** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).
- j. **Angela Molina Riley** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).
- k. **Angela Molina Riley** has the following income from any of these sources:
  - l. **Angela Molina Riley** is ordered to pay and is paying **\$0.00** per month in alimony in

another case. This amount is subtracted from their gross monthly income for the child support calculation.

m. **Angela Molina Riley** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Angela Molina Riley** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

41. The adjusted gross monthly income for **Angela Molina Riley** is **\$0**.

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

42. **John David Riley** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

**The reason(s) for deviation are I want to pay \$500/month per child, (Gage John Riley, Krew William Riley, Hudson Andrew Riley).**

43. It is in the best interest of the children that be ordered to pay child support to as follows:

- a. **\$1,500.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
  - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
  - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

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. Child support will be paid as follows:

**John David Riley will transfer via MACU \$500/month for each child until they reach the age of 18. John David Riley will pay \$1500/month in total child support to Angela Molina Riley's bank account.**

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

47. **John David Riley** will pay any ORS fees. If is the ORS applicant and the fees are withheld from payments to , will reimburse .

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

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

- a. Child support can be addressed at later dates without having to consult a court.



50. 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

51. As long as **John David Riley** is current on all child support and other court-ordered financial obligations, **John David Riley** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Gage John Riley**

52. As long as **Angela Molina Riley** is current on all child support and other court-ordered financial obligations, **Angela Molina Riley** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Krew William Riley, Hudson Andrew Riley**

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

53. 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),

54. **John David Riley** 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:

- **John David Riley's** insurance will be primary coverage.
- **Angela Molina Riley'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:

- **John David Riley's** spouse's insurance will be primary coverage.
- **Angela Molina Riley'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)

55. 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))

56. 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)

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

### Vehicles

58. Vehicles will be divided as follows:

- a.
  - Year: **2019**
  - Make: **subaru**
  - Model: **Outback**
  - VIN: **4s4bsetc1j3293358**
  - Owner (before divorce): **Angela Molina Riley**
  - Current value: **\$30,000.00**
  - Amounts Estimated: **yes**

Basis of Estimation: **guess**  
Ownership After Divorce: **Angela Molina Riley**  
Loan: **N/A**

b.

Year: **2023**  
Make: **subaru**  
Model: **forester**  
VIN: **jf2skajc9ph457629**  
Owner (before divorce): **John David Riley**  
Current value: **\$25,000.00**  
Amounts Estimated: **yes**  
Basis of Estimation: **guess**  
Ownership After Divorce: **John David Riley**  
Loan: **N/A**

## Debts

59. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

## Real property

60. The parties acquired the following real property during the marriage:

a.

Description: **Home**  
Address: **1423 Madera Hills Dr, Bountiful, Davis, Utah 84010 United States**  
Tax ID: **040630165**  
Legal Description: **ALL OF LOT 165, CANYON PLAT NUMBER 6. CONT. 0.35**

### ACRES

Date property acquired: **Nov 10, 2021**  
Names on title: **John David Riley, Angela Molina Riley**  
Original cost: **\$620,000**  
Current value: **\$680,000.00**  
Property values estimated: **yes**  
Estimation basis for property value: **Mortgage Company Website**  
Disposal: **Angela Molina Riley will receive sole ownership of this property.**

i.

Creditor: **N/A**  
Names on mortgage: **John David Riley, Angela Molina Riley**  
Date mortgage acquired: **Nov 15, 2021**  
Mortgage balance: **\$400,000.00**  
Monthly payment: **\$2,410.00**

Mortgage values estimated: **yes**  
Estimation basis for mortgage balance: **Mortgage Company Website**  
This mortgage will be paid as follows after the divorce: **Angela Molina Riley will pay the entire debt. John David Riley will provide a copy of the divorce decree to the lender.**

## Alimony

61. Neither party will pay alimony.

## Retirement money

### Retirement money – retirement accounts

62. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

63. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **1200**  
Plan Name: **URS Retirements**  
Plan Administrator: **State of Utah**  
Company Name: **Utah State Retirement System**  
Address: **560 east 200 south**  
Date Opened: **Oct 31, 2011**  
Plan Value: **\$130000**  
This plan is in the name of: **John David Riley**  
Divide as follows: **The entire account should be awarded to John David Riley.**

b.

Account Number: **6089**  
Plan Name: **Ameritas**  
Plan Administrator: **Lawerence Foods Inc.**  
Company Name: **Lawerence Foods Inc.**  
Address: **PO Box 81889**  
Date Opened: **Jun 4, 2018**  
Plan Value: **\$70000**  
This plan is in the name of: **Angela Molina Riley**

Divide as follows: **The entire account should be awarded to Angela Molina Riley.**

### **Retirement money - pensions**

64. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

65. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **1200**

Plan Name: **URS Retirement Pension**

Plan Administrator: **State of Utah**

Company Name: **Utah State Retirement Systems**

Address: **560 east 200 south**

Date Opened: **Oct 31, 2011**

Plan Value: **\$120000**

This plan is in the name of: **John David Riley**

Divide as follows: **The entire account should be awarded to John David Riley.**

### **Additional provisions**

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

a.

**Additional Provision: Prior to filing, I John David Riley transferred \$150,000 to Angela Molina Riley in a separation of marital property. This is the only financial transaction between both parties outside of child support.**

### **Duty to sign documents**

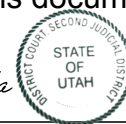
67. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

05/26/26

Signature

Michael DiReda



Date

Judge Michael DiReda

Date \_\_\_\_\_ Signature ► \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved as to Form.

Other Party Signature ► Angela Riley

Other Party Name Angela Molina Riley

### Certificate of Service

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

a.

Name: **Angela Molina Riley**  
Method of service: **Email**  
Address: **angmriley@gmail.com**  
Date of Service: **May 18, 2026**

05/18/2026 \_\_\_\_\_ Signature ► \_\_\_\_\_  
Date

Printed Name John David Riley