



Brian K. Davis, #17194
Good News Legal Clinic
615 Sego Lily Drive
Sandy, UT 84070
Phone: (385) 257-3114
Email: bdavis@goodnewslegal.org
Attorney for Gary Adam Richardson

IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY STATE
OF UTAH
450 South State St, P.O. Box 1860, Salt Lake City, UT, 84114-1860

In the Matter of the Marriage of: GARY ADAM RICHARDSON Petitioner, and ANDREA ISABEL RICHARDSON, Respondent.	DECREE OF DIVORCE Case No. 254905947 Judge: Amanda Montague Commissioner: Russell Minas
---	---

This divorce came before the Court on a *Stipulated Marriage Settlement Agreement*.

More than thirty days has passed since this matter was filed with the Court. The Court has reviewed the file in this matter and has determined the Respondent has been properly served, and the Court had jurisdiction to enter a final Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. Gary Adam Richardson is hereby granted a Decree of Divorce from Andrea Isabel Richardson, said Decree to become final upon entry by the Court.

MINOR CHILDREN

2. The Parties have three minor children from their lawful marriage as follows:
 - a. C.A.R, son, born April 15, 2008;
 - b. B.A.R, son, born October 20, 2010;
 - c. E.A.R., daughter, born July 2, 2016.
3. The parties are not expecting any other children.

CHILD CUSTODY, PARENTING TIME, AND SUPPORT

4. **Custody:** The Parties shall have joint legal and physical custody of the children.
5. **Parent Time:** During the school year, the parties will exercise parent time according to Utah Code Ann. §81-9-303 with the following adjustment:
 - a. Respondent will give Petitioner her requested parent-time schedule one month in advance detailing her requested parent-time for the following month, allowing her two nights in one week and three nights in the other week so long as the nights do not fall on consecutive weekends.
6. **Extended Parent Time:** During the summer, Respondent shall have two additional weeks of uninterrupted parent-time, in addition to the two consecutive uninterrupted weeks allowed by Utah Code Ann. §81-9-303, provided each two-week block is separated by a minimum of one week.
7. The parent-time arrangements detailed in this section amount to a 206-night and 159-night split between Petitioner and Respondent, respectively.
8. **Parent Time Exchanges:** A party's parent time shall begin at 5:30 PM on scheduled days unless otherwise agreed to by the parties. The party exercising parent

time shall be responsible for picking up the children from the other party's residence at that time. A grace period of fifteen (15) minutes shall be allowed for traffic or unforeseen delays. If a parent is running late, they must provide text notification at least thirty (30) minutes prior to the scheduled exchange time.

9. Holidays: The minor children will spend holidays, birthdays of family members, vacations, and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the holiday schedule outlined in Utah Code Ann. §81-9-303(15), with Petitioner designated as the custodial parent and Respondent designated as the non-custodial parent for purposes of interpreting the statutory holiday schedule only.

RELOCATION

10. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Ann. §81-9-209.

PARENTING PLAN

11. Pursuant to Utah Code 81-9-203 *et seq.*, the parties agree to follow the following Parenting Plan, and the parties verify that this Parenting Plan is being filed in good faith.

- a.** The parents shall exchange information concerning the health, education, and welfare of the minor children.
- b.** The parties will use Our Family Wizard with each party paying one-half of the associated costs to do so.

c. The parents will discuss with each other and mutually make the significant decisions regarding the minor children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

d. The parties will refrain from contacting each other in a repetitive, threatening, or harassing manner or about topics unrelated to the care of the minor children or their mutual financial obligations to one another.

e. Each parent will allow, encourage, and assist the minor children in communicating with the other parent via phone, Facetime, video conferencing, and any other reasonable method to encourage bonding with the parent not currently exercising parent-time. Neither party will unreasonably or unduly restrict the minor children from communicating with the parent not exercising parent-time.

f. Day-to-day decisions regarding the care, control, and discipline of the parties' children will be made by the parent with whom the children are residing at the time. Either parent may make emergency decisions regarding the health or safety of the children.

g. Decisions made by the parents, either mutually or individually, shall minimize the disruption of a children's attendance at school and other activities, the children's daily routine, and the children's association with friends.

h. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

- i.** The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives.
- j.** The children shall spend holidays, birthdays of family members, vacations, and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann. §81-9-303, with Petitioner acting as the custodial parent and Respondent acting as the non-custodial parent, as set forth herein.
- k.** Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
- l.** The parties will negotiate disagreements in good faith between them, and if they are unable to reach an agreement, they will mediate before resorting to litigation.
- m.** Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the minor children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation will arrange for mediation through a court-approved mediator or mediation service. A written stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.

n. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review.

o. Notwithstanding any provisions contained herein requiring mediation prior to litigation, if a party requests mediation in writing twice and the other party does not respond or refuses to mediate, the requesting party may proceed to court.

p. The parties will grant each other a right of first refusal regarding parent-time if at any point the parent exercising parent-time is unavailable to provide care for the minor children for a timeframe in excess of 4 hours. If the custodial parent is not available during the day, then the child may go with the noncustodial parent for the day and return to the custodial parent for the night. If the custodial parent is not available at night, then the child may go with the noncustodial parent for the night, and the custodial parent will pick up the child the next morning. The party opting to exercise the right of first refusal will be responsible for all transportation related to the additional parent-time.

q. Expenses for agreed-upon extra-curricular activities will be split equally.

r. If either party travels overnight or out of state with the children, they will provide 14 days' notice (or notice whenever first practicable if travel plans are made with fewer than 14 days before travel commences), they will provide the other party with reasonable contact information including:

- i. An itinerary of travel dates
- ii. Destinations
- iii. Places where the child can be reached
- iv. Name and telephone number of a third party for emergencies

CHILD SUPPORT

12. Child Support: The parties' income for child support purposes is as follows:

- a. Petitioner: \$7,094/month from employment income and veteran's benefits combined.
- b. Respondent: \$4,497/month from employment income and veteran's benefits combined.

13. Pursuant to Utah Code § 81-6-204 et seq., Respondent would otherwise be obligated to pay Petitioner child support in the amount of \$167.00 per month beginning June 1, 2026, calculated based upon two minor children, as the parties' eldest child will have reached the age of majority and graduated from high school by that date. The parties acknowledge and agree, however, that Respondent shall maintain medical insurance coverage for the minor children, and that the children's portion of the medical insurance premium paid by Respondent is substantially equivalent to or exceeds the guideline child support amount otherwise payable. In consideration of Respondent's ongoing payment of the children's medical insurance premiums, and based upon the overall financial circumstances of the parties, neither party shall pay monthly child support to the other at this time. The parties agree this arrangement equitably balances the financial support obligations for the minor children and is in the children's best interests. The Court

specifically reserves jurisdiction over the issue of child support. The parties further acknowledge that this deviation from guideline child support is based substantially upon Respondent's maintenance and payment of the minor children's health insurance coverage at its current cost. Should the cost, availability, or maintenance of such insurance materially change, or should any other substantial and material change in circumstances occur, either party may petition the Court for review and recalculation of child support pursuant to Utah law.

14. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801 et seq. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

15. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11-502 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages.

This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

16. Health Insurance: Pursuant to Utah Code Ann. §81-6-208 et seq., Petitioner and Respondent shall provide and maintain health/medical insurance for the benefit of the minor children. The party able to provide the best coverage at the most reasonable cost shall do so. Further, Petitioner and Respondent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The parent who provides the insurance coverage shall receive credit against the base child support award for the other parent's portion of the premium or recover the other parent's share of the premium in addition to the child support obligation. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of persons covered by the policy and multiplying the result by the number of children in the instant case.

17. Respondent shall cover the children on her health insurance, and Petitioner's half of the premium is fully satisfied and offset by the child support deviation as outlined

above in paragraph 13, and Petitioner shall not owe any monthly payments for the children's health insurance premiums to Respondent.

18. Uninsured and Uncovered Medical Expenses: Petitioner and Respondent shall divide equally all medical, dental, orthodontic, and optical expenses of the minor children which are not covered by insurance.

19. The parent who incurs necessary medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in the Utah Code Annotated §81-6-208 et seq.

20. The parent that incurs medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification and payment within thirty (30) days of payment, as set forth in Utah Code Annotated §81-6-208 et seq.

21. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

22. Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Annotated §81-6-208 et seq.

23. Childcare Expenses: Childcare expenses will be shared pursuant to Utah Code Ann. §81-6-209.

TAX EXEMPTION FOR DEPENDENT CHILDREN

24. For as long as there are three dependent children, Petitioner will claim two of the minor children for odd tax years and one minor child for even tax years. Respondent will

claim two of the minor children in even tax years and one minor child in odd tax years.

25. At such time as there are two dependent children, each party will claim one minor child in any given tax year.

26. At such time as there is only one dependent child, Petitioner will claim the child in the first year and Respondent will claim the child in the following year, rotating every other year going forward.

27. In the event either party does not receive any benefit from claiming the minor child(ren) during their tax election year or the other party is in a position to benefit more, the parties may agree to have the party who stands to benefit more claim the minor children and the parties will split the realized tax benefit.

28. The party owing child support will not be eligible to claim the minor children for tax purposes if any child support obligation is delinquent as of December 31st of the applicable year.

ALIMONY

29. **Alimony:** Neither party shall be responsible for paying alimony.

PROPERTY

30. **Real Property:** The Parties have the following real property:

- a. During the marriage, the Parties purchased a home in West Jordan, Utah. This home has been their primary residence since its purchase in 2019. The Petitioner shall be awarded sole ownership of the home and shall be responsible for the entirety of the outstanding mortgage balance, property taxes, and all expenses related to the property.

- b.** Within 60 days of the signing of the Decree of Divorce, Petitioner will pay Respondent her equal share of the equity in the marital home and remove Respondent from the mortgage liabilities on said property.
- c.** The appraised value of the marital home will be determined the appraisal done as part of Petitioner's refinance.
- d.** The equity in the marital home will be determined using the value determined in the preceding paragraph, then deducting the current mortgage balances from the value. This equity will be split equally amongst the two parties with Petitioner paying Respondent one-half of this amount within 60 days of the signing of Decree of Divorce.
- e.** Should Petitioner not pay Respondent's equity to her and remove her name from all related mortgage liabilities within 60 days of the signing of the Decree of Divorce, the home will be listed for sale using an agreed-upon Realtor and the parties will split the equity that remains after closing costs, Realtor fees, and mortgage payoffs have been deducted from the final selling price.

31. Timeshare: The Parties acquired a timeshare in Westgate Resorts in Las Vegas, Nevada, in 2020. Petitioner shall retain the timeshare and will remove Respondent from any deeds or loan liability related to said timeshare within 60 days of signing the Decree of Divorce.

32. The Parties have no other real property that need to be divided in this divorce.

33. Personal Property: The Parties shall divide their personal property as follows:

- a. Automobiles:** Automobiles will be divided as follows and each

party will be responsible for the related maintenance, payments, and upkeep of those vehicles they retain:

- i. Petitioner will retain the Toyota Sequoia.
- ii. Petitioner will retain the Nissan Altima.
- iii. Petitioner will retain the Harley Davidson Sportster.
- iv. Respondent will retain the 2019 Toyota Tacoma.

b. Household Goods: Petitioner and Respondent stipulate that during the course of the marriage, various items and household goods have been acquired and that, other than those delineated herein, those items will be divided fairly and reasonably between the parties.

c. Family Pet(s):

- i. Petitioner will retain the service dog, Major.
- ii. Respondent will retain the rescue dog, Cosita.
- iii. Respondent will retain the blue-tongued skink, Tsunami.

FINANCIAL ASSETS

34. Financial Assets: The Parties own the following financial assets jointly or separately as indicated.

	Name of Institution and Account	Name(s) on the Account
1.	Navy Federal Credit Union Acct. No. 8576, Primary Checking	G. Adam Richardson
2.	Navy Federal Credit Union Acct. No. 0799, Primary Savings	G. Adam Richardson
3.	Navy Federal Credit Union Acct. No. 3603, Joint Checking	G. Adam Richardson Andrea Richardson
4.	Navy Federal Credit Union Acct. No. 3128, Joint Savings	G. Adam Richardson Andrea Richardson

5.	Navy Federal Credit Union Acct. No. 5066, Primary Checking	Andrea Richardson
6.	US Bank Acct. No. 8248, Check Account	G. Adam Richardson Andrea Richardson
7.	Mountain America Credit Union Acct. No. 4344, Primary Checking	G. Adam Richardson
8.	Mountain America Credit Union Acct. No. 4344-20, Money Market	G. Adam Richardson

35. Petitioner will retain the account through Navy Federal Credit Union that is in his name only.

36. Respondent will retain the account through Navy Federal Credit Union that is in her name only.

37. Respondent will retain the checking and savings accounts through Navy Federal Credit Union that have heretofore been jointly owned in both parties' names.

38. Respondent will retain the US Bank account that has heretofore been jointly owned. Petitioner shall remove his name from the account.

39. The parties will retain any other bank account in their own names that are not listed herein.

40. **Retirement Accounts:** Any retirement accounts and/or pensions will be the property of each party with Petitioner solely retaining any funds in his retirement account and Respondent solely retaining any funds in her retirement account.

41. **Business Interest:** Petitioner to retain all assets and debt related to the Blue Sky Business Consulting entity.

42. **Debts and Obligations.** The mortgages to Rocket Mortgage and Utah First Credit Union, both tied to the marital home, will be the sole responsibility of Petitioner.

Petitioner shall remove Respondent from these accounts within 60 days of the signing of

the Decree of Divorce via any means necessary including selling the marital home as needed and as detailed herein.

43. Petitioner will be solely responsible for the USAA auto loan secured by the Nissan Altima.

44. With the exception of the Affirm debt related to a dental expense for the parties' eldest child, Petitioner will be solely responsible for the loans with Affirm, Inc. that were opened in his name.

45. Petitioner will be solely responsible for the CFI/Westgate account secured by the timeshare.

46. Petitioner will be solely responsible for the account balance with Cordoba.

47. Respondent will be solely responsible for the Cyprus Credit Union auto loan secured by the Toyota Tacoma.

48. Petitioner will be solely responsible for any student loans incurred in his name.

49. Respondent will be solely responsible for her student loan with Nelnet.

50. Respondent will be solely responsible for the loans with Affirm, Inc. that were opened in her name.

51. Respondent will be solely responsible for the loan with CashNet.

52. Respondent will be solely responsible for the account with National Debt Relief.

53. The federal tax debt still owing for the 2025 tax season will be split equally between the parties. Respondent will reimburse Petitioner for the 2025 tax preparation fee as well as the Utah state tax debt that was owed for the 2025 tax period.

54. Petitioner and Respondent will split equally the Affirm debt related to dental work

for the parties' eldest son.

55. Petitioner and Respondent will split equally the debt to Sweetwater, incurred for the parties' middle child's saxophone.

56. Any debts not listed here will be the sole responsibility of the party in whose name the debt resides.

57. **Notice to Creditors.** Each party shall notify his or her creditor or obligee regarding the Court's division of debts, obligations, or liabilities that the Parties contracted or incurred during the marriage and shall provide the Parties' current addresses. Failure to abide by this provision shall subject the offender to a proceeding for contempt of court and a judgment for indemnification of said obligation(s).

MUTUAL RESTRAINING ORDER

58. **Non-Vexing or Harassing.** Neither party shall make or allow any third party to make, any disparaging, derogatory, or negative remarks about the other party in the presence of, or within the hearing of, the minor children.

59. Furthermore, neither party shall make such remarks directly to the minor children nor to any third party (including, but not limited to, extended family members, friends, teachers, or on any social media platform) where such remarks could reasonably be expected to be communicated to, or damage the reputation of, the other parent.

60. Both parties shall instruct their respective family members and any future romantic partners to abide by this same restraint. The parties agree to foster an

environment of respect and to encourage a positive, healthy relationship between the children and both parents.

MISCELLANEOUS

61. Divorce Procedures: Both Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree. This includes, by way of example not limitation, any notice to creditors as may be required pursuant to applicable law. Should a party fail to execute a document within 60 days of the entry of the divorce decree, the other party may bring an Order to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

62. Mediation: Prior to any Petition being filed to modify any provision of the final Decree of Divorce, the Parties shall attempt to resolve the issue through mediation.

63. Name Change: Respondent may return to the use of her maiden name.

64. Attorney Fees: Petitioner and Respondent shall be responsible for their own attorney fees and costs associated with this divorce.

*****Signed by the Court electronically as indicated on the first page, top right-hand corner*****

Approved as to form:

Richardson & Richardson
Case No.: 254905947 Decree of Divorce Page 17 of 18

/s/ Corbie Coy _____

Corbie Coy, Esq.

Attorney for Andrea Isabel Richardson

Signed by Brian K. Davis with

Permission by email on 07/01/2026