

Madilynn Richmond

Name

12245 S 1345 W

Address

Riverton, Utah 84065

City, State, Zip

801-234-9962

Phone

Madibeck17@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

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

Madilynn Richmond

(name of Petitioner)

and

Kenneth Richmond

(name of Respondent)

Other parties (if any)

Divorce Decree

264901039

Case Number

Kristine Johnson

Judge

Renee Blocher

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Madilynn Richmond** and **Kenneth Richmond** 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: **Millie Ann Richmond**

Date of Birth: **Dec 3, 2019**

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: **Millie Ann Richmond**

Date of Birth: **Dec 3, 2019**

i.

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

Move-in Date: **Jun 5, 2024**

Address: **12245 S 1345 W , Riverton, Utah 84065 United States**

(1).

Caretaker at this address: **Madilynn Richmond**

Caretaker current address: **12245 S 1345 W , Riverton, Utah 84065 United**

States

ii.

Move-out Date: **Jun 1, 2024**

Move-in Date: **Jul 24, 2022**

Address: **1579 E Mokaac Wash Dr, St George, Utah 84790 United States**

(1).

Caretaker at this address: **Madilynn Richmond**

Caretaker current address: **12245 S 1345 W , Riverton, Utah 84065 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 **Madilynn Richmond** and **Kenneth Richmond**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Madilynn Richmond** and **Kenneth Richmond** 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 **Madilynn Richmond** and **Kenneth Richmond**.

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 Custody and that **Madilynn Richmond** be awarded Sole Physical custody. **Kenneth Richmond** should have parent-time at reasonable times and places. **Madilynn Richmond** is filing this Parenting Plan and verifies the plan is filed in good faith.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

- a. **Millie resides full-time with Madilynn, who provides her daily and overnight care. Kenneth shall have parenting time on Wednesdays from 5:00 PM to 8:00 PM and every other weekend on Saturdays and Sundays from 9:00 AM to 6:00 PM. Currently, no overnights are scheduled. Any expansion of parenting time, including overnights, shall be gradual and based on Kenneth's consistent participation in the established schedule, as well as Millie's demonstrated comfort and well-being. This approach reflects the current caregiving history and ensures Millie's stability is prioritized.**

Parent-time for special occasions

9. 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	Kenneth Richmond	Madilynn Richmond
Labor 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	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 at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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: (a) upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	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;	Even years	Odd years

Holiday	Period	Kenneth Richmond	Madilynn Richmond
	(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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Madilynn Richmond is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Kenneth Richmond is the father	
Summer Break	Kenneth Richmond will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Kenneth Richmond. Kenneth Richmond will have an additional two weeks of extended Summer Parent-time at the option of Kenneth Richmond, subject to weekday parent-time for Madilynn Richmond, but not weekends normally exercised by Madilynn Richmond. Kenneth Richmond will notify Madilynn Richmond of the summer break extended parent-time by May 1 each year. Madilynn Richmond will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Madilynn Richmond. Madilynn Richmond will notify Kenneth Richmond of the summer break extended parent-time by May 15 each year. If the notification by Kenneth Richmond is not timely, Madilynn Richmond may determine the schedule for extended parent-time for Kenneth Richmond, so long as Madilynn Richmond 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.	Even years	Odd years

Holiday	Period	Kenneth Richmond	Madilynn Richmond
	(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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
Madilynn Richmond's Birthday	Madilynn Richmond will have parent-time each year on Madilynn Richmond's birthday from 3:00 p.m. until the following morning when Madilynn Richmond 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
Kenneth Richmond's Birthday	Kenneth Richmond will have parent-time each year on Kenneth Richmond's birthday from 3:00 p.m. until the following morning when Kenneth Richmond 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	

Parent-time transfers

10. 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

11. 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

12. 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

13. The school the children will attend is based on **Madilynn Richmond's** home residence.

14. Madilynn Richmond and Kenneth Richmond has authority to check the children out of school. Madilynn Richmond and Kenneth Richmond has access to the children during school. If the parents cannot agree, education decisions will be made by Madilynn Richmond.

Communication with each other

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

Communication with the children

16. 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.

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

- By any method

Records and information sharing

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

Travel by the children

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

20. If the children will be travelling for more than 4 days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 14 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **For overnight or out-of-town travel, the traveling parent shall provide the other parent with travel details at least 14 days in advance. Reasonable phone or video contact shall be provided between**

Millie and the non-traveling parent during such travel.

Child care

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

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

23. 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.

24. 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.

25. 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**.

26. 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.

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

Resolving disputes

28. 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. Counseling

29. Other agreements about resolving disputes:

b. 1. Co-Parent Resolution • Both parents shall make a good-faith effort to resolve disagreements directly with each other regarding parenting decisions, scheduling, or other matters affecting Millie. • Communication should be respectful, focused on Millie's best interests, and documented in writing (text or email) when possible. 2. Professional Counseling / Mediation • If disagreements cannot be resolved through co-parent discussion, both parents agree to participate in professional co-parent counseling or mediation before seeking court intervention. • Any costs for counseling or mediation shall be shared equally, unless otherwise agreed in writing. 3. Court Intervention • Court involvement shall only occur if disagreements cannot be resolved through co-parent discussion or professional counseling/mediation and affect Millie's health, safety, or welfare.

Changing the plan

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

END OF PARENTING PLAN

Income: Petitioner (Madilynn Richmond) (Utah Code 81-6-203)

30. **Madilynn Richmond's** gross monthly income for child support purposes is **\$2184**. **Madilynn Richmond** base child support amount using the **sole** custody calculation is **\$221**. **Madilynn Richmond** receives the following gross monthly income:

Income: Respondent (Kenneth Richmond) (Utah Code 81-6-203)

31. **Kenneth Richmond's** gross monthly income for child support purposes is **\$8977**. **Kenneth Richmond's** base child support amount using the **sole** custody calculation is **\$883**. **Kenneth Richmond** receives the following gross monthly income:

32. The adjusted gross monthly income for **Kenneth Richmond** is **\$8977**.

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

33. It is in the best interest of the children that **Kenneth Richmond** be ordered to pay child support to **Madilynn Richmond** as follows:

a. **\$883.00** per month base support. This amount complies with the Utah Child Support Act.

34. 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.

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

Madilynn Richmond's base child support amount is **\$221** per month.

Kenneth Richmond's base child support amount is **\$883** per month.

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

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

Child support reduction for extended parent-time

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

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

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

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

38. Child support will be paid as follows:

Child support shall be paid on the 5th and 20th of each month by bank transfer or Venmo, at the non-custodial parent's discretion. Use of ORS shall be used as a last resort

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

40. **Kenneth Richmond** will pay any ORS fees. If **Madilynn Richmond** is the ORS applicant and the fees are withheld from payments to **Madilynn Richmond**, **Kenneth Richmond** will reimburse **Madilynn Richmond**.

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

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

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

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

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

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

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

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

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree

other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

44. 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

45. **Madilynn Richmond** may claim the parties' children as dependents/exemptions for tax purposes.

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

46. 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),

47. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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:

- **Madilynn Richmond's** insurance will be primary coverage.
- **Kenneth Richmond'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:

- **Madilynn Richmond's** spouse's insurance will be primary coverage.
- **Kenneth Richmond'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)

48. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

The parties agree that routine childcare is not anticipated due to their flexible work schedules. In the event that childcare becomes necessary—such as for work obligations, appointments, or other unexpected circumstances—the parties shall make reasonable efforts to share costs fairly and may seek care through family, friends, or other trusted providers. Any expenses incurred shall be documented and shared as agreed at that time.

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

49. 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)

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

Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Ford**

Model: **Explorer**

VIN: **N/A**

Owner (before divorce): **Madilynn Richmond**

Current value: **\$6,300.00**

Amounts Estimated: **no**

Ownership After Divorce: **Madilynn Richmond**

i.

Lender: **MACU**

Address: **1962 W 12600 S Riverton UT 84065**

Date Acquired: **N/A**

Amount Owed: **\$9,989.95**

Amounts Estimated: **no**

Monthly Payment: **\$515.05**

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

b.

Year: **2018**

Make: **Ford**

Model: **F-150**

VIN: **N/A**

Owner (before divorce): **Kenneth Richmond**

Current value: **\$13,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Kenneth Richmond**

l.

Lender: **Utah First Credit Union**

Address: **3642 W 11400 S South Jordan Utah 84095**

Date Acquired: **N/A**

Amount Owed: **\$23,064.82**

Amounts Estimated: **no**

Monthly Payment: **\$582.00**

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

Bank and credit union accounts

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

a.

Account Number: **4448**

Account Type: **Checking**

Institution Name: **MACU**

Address: **1962 W 12600 S Riverton UT 84065**

Date Opened: **N/A**

Balance (US Dollars): **\$1,038.00**

Estimated: **no**

Owner: **Madilynn Richmond**

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

Divide as follows: **Even split between the two parties**

b.

Account Number: **4448**

Account Type: **Savings**

Institution Name: **MACU**

Address: **1962 W 12600 S Riverton UT 84065**

Date Opened: **N/A**

Balance (US Dollars): **\$1,400.00**

Estimated: **no**

Owner: **Madilynn Richmond**

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

Divide as follows: **Even split between the two parties**

53. **Madilynn Richmond** will receive the following property:

a. Property: 1. Living Room • Console • Rugs • Lamps • Ottomans • Mirror • Picture frames • Throw pillows • Pillow covers • Décor items 2. Bedroom • Black dresser with gold knobs • Scarlett's white dresser • Bedroom mirror 3. Kitchen Items • KitchenAid mixer • Kitchen décor • Kitchen towels • Cookbooks • Bowls • Platters • Baking supplies • Organizational storage containers 4. Small Appliances • Waffle iron • Mixer • Blender • Crock pot 5. Miscellaneous / Special Items • Board games • Hall closet items • Madi and girls' keepsake totes • Jesus picture • Antique décor items • Emergency prep tote • Canning tote 6. Office Items • Girls' electronics • Cricut machine • Label maker • Craft boxes • Education boxes • All items in office storage boxes 7. Kids' Items • Girls' keepsake totes • Toys • Baby items • Girls' clothing totes 8. Holiday / Special Occasion Items • Seasonal décor totes • Wreaths • Party supplies • Wrapping paper totes (in basement) 9. Outdoor / Tools • Sander • Patio chairs • Outdoor pots • Seasonal décor (stored in garage)

Debts

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

Credit Card Debt

a.

Account Number: **4448**

Institution Name: **MACU- Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,920.80**

Minimum Monthly Payment (in US Dollars): **\$124.00**

Owner: **Madilynn**

The debt will be paid as follows: **Madilynn Richmond will pay the entire debt.**

Madilynn Richmond will provide a copy of the divorce decree to the lender.

b.

Account Number: **7527**

Institution Name: **Mastercard- Apple**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$279.00**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Madilynn**

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

c.

Account Number: **6098**

Institution Name: **Synchrony- Amazon**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,490.00**

Minimum Monthly Payment (in US Dollars): **\$60.00**

Owner: **Kenneth**

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

d.

Account Number: **5683**

Institution Name: **MACU- R&Co**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,393.00**

Minimum Monthly Payment (in US Dollars): **\$86.00**

Owner: **Kenneth**

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

e.

Account Number: **0000**

Institution Name: **Utah First- Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,067.14**

Minimum Monthly Payment (in US Dollars): **\$135.00**

Owner: **Kenneth**

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

f.

Account Number: **5683**

Institution Name: **Visa- MACU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$879.02**

Minimum Monthly Payment (in US Dollars): **\$21.00**

Owner: **Kenneth**

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

Installment Loan Debt

a.

Account Number: **6818**

Institution Name: **Aidvantage**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$5,747.00**

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

Owner: **Madilynn**

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

b.

Account Number: **0000**

Institution Name: **Dept of Education**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$23,000.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Kenneth**

Estimation Basis: **No access to this account. Will update when obtained**

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

c.

Account Number: **5683**

Institution Name: **Consolidation loan- MACU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,585.99**

Minimum Monthly Payment (in US Dollars): **\$189.73**

Owner: **Kenneth**

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

d.

Account Number: **5683**

Institution Name: **Mountain America Credit Union- KTM**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$6,560.65**

Minimum Monthly Payment (in US Dollars): **\$165.90**

Owner: **Kenneth**

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

e.

Account Number: **0000**

Institution Name: **Utah First Credit Union- Motor repair loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,481.35**

Minimum Monthly Payment (in US Dollars): **\$172.00**

Owner: **Kenneth**

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

Real property

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

Alimony

56. Neither party will pay alimony.

Retirement money

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

Additional provisions

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

a.

Additional Provision: Healthcare Decision-Making: General Decision-Making: Both parents shall have equal rights and responsibilities regarding Millie's medical, dental, orthodontic, vision, and mental health care. Major healthcare decisions shall be made jointly. If a decision cannot be mutually agreed upon, Madilynn shall have final decision-making authority, with Kenneth retaining the right to seek judicial review. Changes to Primary Care or Ongoing Providers: Neither parent may unilaterally change Millie's primary care provider, dentist, orthodontist, or any ongoing healthcare provider without first discussing the proposed change with the other parent and making a reasonable effort to

reach mutual agreement. Hospitalization and Urgent Care: Both parents have the right to be present during hospitalization. If the parents cannot agree, they shall alternate one-hour intervals until a resolution is reached or medical staff advise otherwise. In urgent or emergency situations, either parent may authorize necessary treatment if the other parent is unavailable, with notification to the other parent within 24 hours. **Records Access & Insurance:** Each parent shall have full access to Millie's medical records, insurance information, and healthcare providers. Parents shall use in-network providers whenever possible, except in emergencies. **Mental Health & Behavioral Concerns:** Parents shall address significant behavioral, emotional, or mental health concerns cooperatively, notifying the other parent promptly (within 24 hours). Neither parent shall initiate ongoing therapy or mental health services without first discussing it with the other parent, except in emergencies or as recommended by a qualified professional. In urgent mental health situations, either parent may seek immediate care, with notification to the other parent within a timely manner.

b.

Additional Provision: Emergency Situations: In declared emergencies (e.g., pandemics, natural disasters), parents shall communicate immediately and prioritize Millie's safety. Millie shall remain in her primary residence designated for school enrollment (Petitioner's residence) unless both parents agree otherwise in writing. Neither parent may withhold Millie unless immediate safety concerns exist. In such cases, the other parent shall be notified immediately.

c.

Additional Provision: Religious Practice and Stability: Millie's church membership records shall remain in the ward where she primarily resides with Madilynn. Millie will attend church services, Primary, and related activities in that same ward each Sunday, unless she is out of town for vacation or family travel. If circumstances change, such as a move, scheduling conflict, or other unforeseen situation, the parents agree to revisit the church attendance schedule and make any adjustments in writing that are in Millie's best interest. Both parents agree to communicate respectfully and cooperate to support Millie's religious upbringing and stability. Neither parent shall transfer or request a transfer of Millie's church membership records without mutual written agreement. This provision is intended to maintain stability, familiarity, and continuity in Millie's spiritual environment.

d.

Additional Provision: Education School Enrollment and Attendance: Millie shall attend the school district where Madilynn resides unless both parents agree in writing to a different arrangement. During the school year, Millie will stay overnight at Madilynn's residence on weekdays to help maintain a consistent school routine. The parents can revisit the possibility of school-night overnight visits in the future, once Millie is older and ready, or after both parents agree to review the schedule. Both parents shall share school communications promptly and support Millie's academic progress during parenting time. Pick-up and drop-off for non-school days shall occur at 9:00 a.m.

e.

Additional Provision: Personal Belongings: Each parent shall purchase clothing for the child at their own residence; clothing shall be returned to the home that purchased it. The child shall not be responsible for transporting essential belongings between homes regularly. Special items may travel as necessary; parents shall return them in good condition and communicate respectfully if replacement is needed.

f.

Additional Provision: Privacy: Parents shall respect each other's and the child's privacy. Parents shall not monitor or interfere with private communications between Millie and the other parent, unless safety concerns exist.

g.

Additional Provision: Future Planning and Shared Expenses: In addition to child support, parents shall confer and reasonably share major future costs, including: • Automobile expenses when Millie begins driving • Communication expenses (cell phone, service) when age-appropriate • Extracurricular activities, lessons, or school-related programs • Other significant expenses reasonably necessary for Millie's welfare • Expenses require discussion and mutual agreement; absent agreement, each parent pays 50%. If the parents cannot reach mutual agreement on any major future decision affecting Millie, Madilynn shall have final decision-making authority, with Kenneth retaining the right to seek judicial review through the court.

h.

Additional Provision: Mutual Agreement: Any changes to this parenting plan shall be documented in writing and signed by both parents. Oral agreements are valid only if followed up with written confirmation. Both parent shall make

a good-faith effort to resolve disagreements regarding parenting decisions before seeking court intervention. Agreements affecting Millie's well-being, routine, or major decisions shall be prioritized over minor preferences. This section is intended to promote cooperation while ensuring Millie's stability and protection.

i.

Additional Provision: Prohibited Activities: Neither parent shall expose Millie to illegal activity, substance abuse, or unsafe behavior. Neither parent shall engage in domestic violence, harassment, or intimidation in Millie's presence. Both parents shall refrain from using Millie to convey messages, create loyalty conflicts, or manipulate the other parent.

j.

Additional Provision: Protection from Conflict and Parental Aggression: Neither parent will be aggressive, threatening, or use Millie to manipulate or put the other parent down. Both parents will keep conflicts away from Millie and focus on what's best for her. If a serious conflict arises that affects Millie's safety or care, parents will try to handle it in writing first or through mediation. Only real, observable actions (like threats, aggression, or unsafe behavior) are enforceable — disagreements, frustration, or hurt feelings aren't.

k.

Additional Provision: Extracurricular Activities: Parents shall support Millie's interests and encourage participation in extracurricular activities of her choosing. Parents shall discuss ongoing activities in advance and agree on enrollment when possible. Costs for mutually agreed-upon activities shall be shared equally. Each parent is responsible for transportation during their own parenting time.

l.

Additional Provision: Holiday and Special Occasion Schedule: The parties shall follow the Utah statutory holiday schedule for parent-time as outlined in Utah Code §30-3-35 (for children age 5 and older), unless otherwise mutually agreed upon in writing. To maintain family consistency, Millie's holiday and school break schedule shall align with that of her sister, Scarlett, whenever possible. If any conflict arises between this plan and the statutory schedule, the parties shall default to the statutory schedule unless both parents agree otherwise in writing. Both parents are encouraged to communicate holiday plans at least 30 days in advance whenever possible to allow for stable scheduling and travel arrangements. Mother's Day shall be spent with

Madilynn each year. Father's Day shall be spent with Kenneth each year. Each parent shall have parenting time on their own birthday, and both shall ensure Millie has the opportunity to acknowledge and celebrate the other parent's birthday. When a holiday or special occasion conflicts with the regular weekly schedule, the holiday schedule shall take precedence, and the regular schedule shall resume afterward. Extended school breaks (such as Spring Break, Fall Break, and Christmas Break) shall follow the statutory schedule unless the parties agree otherwise in writing. Exchange times shall generally follow Utah Code §30-3-35 — typically beginning at 6:00 p.m. on the first designated day and ending at 7:00 p.m. on the final day of the holiday. However, the parties may mutually agree to alternate exchange times as needed, provided both parents confirm the change in writing. Any holiday or school break not specifically listed in this plan shall be divided by mutual agreement, or, if the parents cannot agree, shall follow the alternating pattern established herein.

m.

Additional Provision: **Reimbursements: Shared expenses for Millie's needs (medical, school, activities, supplies) shall be reimbursed within 30 days of documentation. Each parent is responsible for costs they agree to incur independently**

Duty to sign documents

59. 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.

7-17-2020
Date

Signature

Judge

Signature

Date

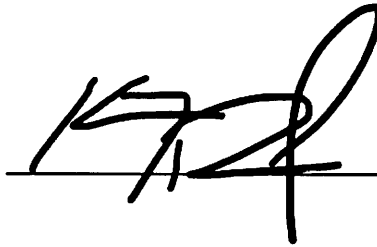
Commissioner





Approved as to Form.

Other Party
Signature ►



Other Party
Name Kenneth Richmond

Certificate of Service

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

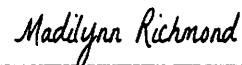
a.

Name: **Kenneth Richmond**
Method of service: **Email**
Address: **k.g.richmond@gmail.com**
Date of Service: **Jun 20, 2026**

06/19/2026

Date

Signature ►



Printed
Name

Madilynn Richmond