

The Order of the Court is stated below:

Dated: July 30, 2026
09:00:08 PM

/s/ TODD M. OLSEN
District Court Judge



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Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of AMANDA LEIGH NIELSEN, Petitioner, and RICHARD BLAINE NIELSEN, Respondent.	DECREE OF DIVORCE Case No. 244906852 Judge Todd M. Olsen Commissioner Michelle Blomquist

The Court, having entered its Findings of Fact and Conclusions of Law and having reviewed the parties' Stipulation and Settlement Agreement, and good cause appearing, hereby
ORDERS, ADJUDGES, AND DECREES as follows:

DECREE OF DIVORCE

DIVORCE, JURISDICTION AND GROUNDS

1. The Court has jurisdiction over the parties and the subject matter of this action. Petitioner was a bona fide resident of Salt Lake County, Utah, for more than 90 days immediately preceding the commencement of this divorce action.

2. Petitioner and Respondent were married on January 7, 2017, in Salt Lake City, Utah.

3. The parties separated on or about December 15, 2023.

4. The parties experienced irreconcilable differences that prevented them from continuing a viable marital relationship.

5. The marriage between Petitioner and Respondent is dissolved on the ground of irreconcilable differences. The parties are restored to the status of single persons, and this Decree is effective upon entry.

JURISDICTION OVER ISSUES RELATING TO MINOR CHILDREN

6. Two minor children were born to the parties during the marriage: O.B.N., born in February 2020, and H.L.N., born in April 2022.

7. Pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 78B-13-101 et seq., and the Uniform Interstate Family Support Act, Utah Code Ann. § 78B-14-101 et seq., this Court has jurisdiction over the child-custody, parent-time, and support issues in this action for the following reasons:

- a. Utah is the home state of the minor children. The children lived in Salt Lake County, Utah, for more than six months immediately preceding the commencement of this action.

- b. Petitioner is not aware of any other proceeding filed in a court or governmental agency concerning the parties or the children, including, without limitation, a proceeding involving child custody, child support, parent-time, criminal charges, delinquency, or a protective order.
- c. Petitioner is not aware of any nonparty who claims custody, child-support, parent-time, or visitation rights with respect to the children.

CHILD CUSTODY AND VISITATION

8. The parents are awarded joint legal custody of the minor children. Petitioner is awarded primary physical custody of the children.

9. The parties shall exercise liberal and flexible parent-time as they may mutually agree. In the event the parties are unable to reach an agreement, Petitioner shall continue to exercise primary physical custody of the parties' minor children.

10. Respondent may exercise parent-time on three (3) weekends out of every four (4) weekends each calendar month. In any calendar month containing five (5) weekends, Respondent may exercise parent-time on four (4) of those weekends. Petitioner shall exercise parent-time during the first full weekend of each calendar month in addition to her regular parent-time. If Respondent's regularly scheduled weekend would otherwise include the first full weekend of the month, Petitioner's first-weekend parent-time shall control, and Respondent's remaining weekends shall be adjusted accordingly.

11. For purposes of determining the calendar month to which a particular weekend belongs, the weekend shall be deemed to occur during the month in which the Friday of that

weekend falls. The parties shall utilize holidays, school breaks, and summer vacation to maximize Respondent's parent-time and, to the extent reasonably practicable, to allow Respondent to exercise up to one hundred forty-five (145) overnights annually, consistent with the best interests of the minor children and the terms of this Order. Nothing herein shall prohibit the parties from agreeing to additional parent-time beyond the minimum schedule set forth above.

12. The parties shall share holiday parent-time pursuant to Utah Code section 81-9-303.

13. The parents shall provide notice of extended parent-time with the children. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15. If timely notice is not provided, the complying parent shall determine the extended summer parent-time schedule.

14. If school is in session, the receiving parent shall pick up the children when school is regularly dismissed. If school is not in session and the receiving parent is available to be with the children, the exchange shall occur at approximately 8:00 a.m., with reasonable accommodation for the custodial parent's work schedule. The parents shall limit in-person communication during parent-time exchanges.

PARENTING PLAN

15. Each parent may make day-to-day and emergency decisions for the children while the children are in that parent's care. A parent who makes an emergency decision must inform the other parent of the decision as soon as reasonably possible.

16. The parents shall confer and, if possible, agree on significant decisions relating to the children, including the children's health care, religious upbringing, and education. In doing so, the parents shall consider the children's needs and desires and the advice of the children's teachers, healthcare providers, and other care providers. If, after consulting with each other, the parents are unable to reach an agreement, Petitioner shall have final decision-making authority, subject to Respondent's right to bring the matter before the Court if he believes the decision is not in the children's best interests.

17. Petitioner's home shall be designated as the children's residence for school-enrollment purposes.

18. Petitioner shall have authority to make educational decisions for the children if the parents cannot agree.

19. Both parents shall have access to the children at school and authority to check the children out of school.

20. The parents shall communicate primarily by text message or email but may contact each other by phone to discuss emergency or time-sensitive matters. All communications between the parents shall remain civil.

21. If a parent plans to travel with the children or arranges for the children to travel with a sports team, religious group, school group, or friends, the parent arranging the travel shall notify the other parent at least 14 days before the anticipated departure date.

22. The advisory guidelines set forth in Utah Code section 81-9-202 are incorporated into this Decree and shall apply as follows:

- a. A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.
- b. A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.
- c. Each parent shall give special consideration to making the minor children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor children or either parent that may inadvertently conflict with the parent-time schedule.
- d. If one parent provides transportation, the other parent shall have the minor children ready for parent-time when they are to be picked up and shall be present at home, or make reasonable alternative arrangements, to receive the children when they are returned.
- e. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

- f. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored. Both parents are entitled to attend and participate fully in the functions.
- g. Both parents shall have direct access to all school reports, including preschool and daycare reports, and medical records.
- h. A parent shall immediately notify the other parent in the event of a medical emergency.
- i. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- j. Each parent shall permit and encourage reasonable and uncensored communication with the minor children during reasonable hours, including by mail and virtual parent-time if the necessary equipment is reasonably available.
- k. Parental care is presumed to be better care for the minor child than surrogate care.
- l. Child-care arrangements existing during the marriage are preferred, as are child-care arrangements involving nominal or no charge.
- m. Each parent shall provide all surrogate care providers with the other parent's name, current address, and telephone number and shall provide the

noncustodial parent with the name, current address, and telephone number of each surrogate care provider, unless the Court orders otherwise for good cause.

- n. Each parent is entitled to an equal division of the major religious holidays celebrated by the parents. A parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be with the minor children on that holiday.
- o. If a minor child is on a different parent-time schedule from a sibling under Utah Code sections 81-9-302 and 81-9-304, the parents shall consider whether an upward deviation in parent-time is appropriate so that parent-time is uniform for the school-aged and nonschool-aged children.
- p. When one or both parents are servicemembers or are contemplating joining a uniformed service, the parents shall resolve issues of custodial responsibility in the event of deployment as soon as practicable by reaching a voluntary agreement under Utah Code section 78B-20-201 or obtaining a court order under Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-time, and Visitation Act. Servicemembers shall ensure that their family care plans reflect the orders and agreements entered and filed under that chapter.
- q. A parent shall immediately notify the other parent if the parent resides with an individual, or provides an individual with access to the minor children, and knows that the individual: (i) is required to register as a sex offender or kidnap

offender for an offense against a minor child under Title 77, Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child-abuse offense under Utah Code sections 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) sexual exploitation of a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense substantially similar to an offense described in Subsections 81-9-202(18)(b)(iii)(A) through (D).

- r. For emergency purposes, whenever the minor children travels with a parent, that parent shall provide the other parent with: (i) an itinerary of travel dates; (ii) the destinations; (iii) the places where the children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would know the children's location.

23. The parents shall have the following additional responsibilities concerning the minor children:

- a. The parents shall promote a healthy and beneficial relationship between the children and the other parent. In the children's presence, the parents shall not discuss this case or demean, disparage, or criticize the other parent. The

parents shall not allow third parties to disparage the other parent in the children's presence and shall remove the children from the presence of any third party who engages in such behavior.

- b. All communications about this case, parent-time, or other co-parenting issues shall be between the parents only. The parents shall not use a child as a messenger.
- c. The parents shall not permit the children to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs.
- d. Each parent shall assist in providing appropriate clothing and personal items for the children. These items belong to the children, and the children shall be permitted to take them from one parent's home to the other parent's home. Items purchased by the other parent shall be returned with the children.
- e. Each parent shall ensure that the children attend their regularly scheduled activities, including school activities, athletic events, and extracurricular activities, while the children are with that parent. As the children grow older, their interests may affect the parenting schedule. The parents shall make reasonable accommodations for the children's needs and interests.

CHILD SUPPORT

24. Petitioner is employed and earns a gross monthly income of approximately \$9,625 from one full-time job of 40 hours per week or less.

25. Respondent is employed and earns a gross monthly income of approximately \$3,460 from one full-time job of 40 hours per week or less.

26. Pursuant to the Utah Child Support Guidelines, Utah Code section 81-6-202 et seq., Respondent shall pay Petitioner \$167 per month as base child support for the minor children.

- a. Child-support payments shall begin in the month immediately following entry of the child-support order. Child support for each child terminates when: (i) the child turns 18 or graduates from high school during the child's normal and expected year of graduation, whichever occurs later; or (ii) the child dies, marries, becomes a member of the United States Armed Forces, or is emancipated under Utah Code section 80-7-102.
- b. When a child is no longer eligible to receive child support, the child-support amount for the remaining eligible child shall automatically adjust to the base child-support obligation shown in the table for one child. The adjustment shall be calculated using the appropriate worksheet under Utah Code section 81-6-202 et seq. The obligor may not calculate the adjustment by dividing the existing award by the number of children and subtracting that amount from the prior obligation.
- c. Unless the custodial parent uses the Office of Recovery Services to collect support, one-half of the monthly child support shall be paid on or before the fifth day of each month and the remaining one-half on or before the twentieth

day of each month. An installment not paid by its due date shall be delinquent the following day.

- d. If a child's physical living arrangements change from those ordered, excluding temporary changes for parent-time or visitation, child support shall follow the child without modification of the child-support order under Utah Code section 81-6-104.
- e. The base child-support award shall be reduced by 50% for each minor child who is with the noncustodial parent by court order or written agreement signed by the parents for at least 25 of any 30 consecutive days. The base child-support award shall be reduced by 25% for each minor child who is with the noncustodial parent by court order or written agreement signed by the parents for at least 12 of any 30 consecutive days. Normal and holiday parent-time with the custodial parent shall not interrupt the consecutive-day requirement for the noncustodial parent. If a dependent child receives cash assistance from the State of Utah through the TANF or FEP program, the Office of Recovery Services must approve any parental agreement reducing child support during extended parent-time.
- f. Both parents is entitled to mandatory income withholding under Utah Code section 26B-9-101 et seq. Any federal or state tax refund or rebate due to the noncustodial parent may be intercepted by the State of Utah and applied to existing child-support arrearages. Income withholding shall apply to existing

and future payors. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011, until the noncustodial parent no longer owes child support or the Office of Recovery Services directs that payments be sent elsewhere. If the Office of Recovery Services implements mandatory income withholding, child support shall be due on the first day of each month and delinquent on the first day of the following month. The parent who commences income withholding shall pay all administrative fees and costs assessed by the Office of Recovery Services.

- g. Under Utah Code section 81-6-212, the parents may adjust this child-support order by motion three years or more after its entry if: (i) the amount previously ordered differs by 10% or more from the new amount calculated under the Utah Child Support Guidelines using the appropriate worksheet; (ii) the difference is not temporary; and (iii) the previously ordered amount does not deviate from the guidelines.
- h. Under Utah Code section 81-6-212, the parents may seek modification of this child-support order by petition if a substantial change in circumstances has occurred because of: (i) a material change in custody; (ii) a material change in the parents' relative wealth or assets; (iii) a material change of 30% or more in a parent's income; (iv) a material change in a parent's employment potential and ability to earn; (v) a material change in a child's medical needs; or (vi) a

material change in either parent's legal responsibilities to support others, and the change results in a 15% or greater difference between the previously ordered amount and the new amount calculated using the appropriate child-support worksheet, provided that the difference is not temporary. In a proceeding to modify an existing award, the court may consider natural or adopted children who are not children of both parties to mitigate an increase in child support, but not to justify a decrease.

MEDICAL EXPENSES

27. Pursuant to Utah Code section 81-6-208, the parent who can obtain health and dental insurance at the most affordable cost shall maintain medical, hospital, and dental insurance for the dependent children if coverage is available at a reasonable cost and is accessible to the children.

- a. Each parent shall pay one-half of the out-of-pocket cost actually paid for the children's portion of the insurance premium.
- b. The children's portion of the premium is the per-capita share of the premium actually paid. It shall be calculated by dividing the premium by the number of persons covered under the policy and multiplying the result by the number of children in this case.
- c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. § 601 et seq., upon the children's

initial enrollment and on or before January 2 of each calendar year thereafter.

The parent shall notify the other parent, or the Office of Recovery Services, of any change in the insurance carrier, premium, or benefits within 30 calendar days after the parent knew or shall have known of the change.

28. Each parent shall pay one-half of all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the children, including deductibles and copayments.

- a. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
- b. In addition to any other sanctions the Court may impose, a parent who incurs medical expenses may be denied credit for those expenses or recovery of the other parent's share if the parent fails to provide timely notice.

29. Pursuant to Utah Code section 15-4-6.7, each parent shall provide a copy of the Decree to a medical provider at or before the time the provider renders medical or dental services to a minor child. Each parent shall request that the provider separately bill each parent for the share of the medical and dental expenses that parent is required to pay under the Decree.

CHILD CARE

30. Each party shall be solely responsible for all child care expenses incurred during that party's respective parent-time, unless the parties otherwise agree in writing.

SCHOOL AND EXTRACURRICULAR ACTIVITIES

31. Each parent shall pay one-half of any school or extracurricular-activity expense incurred for the minor children by mutual agreement of the parents.

- a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within 30 days.
- b. A party who incurs a school or extracurricular-activity expense may be denied credit for the expense or recovery of the other party's share if the party fails to provide timely notice.

CHILD TAX EXEMPTIONS AND CHILD TAX CREDITS

32. Each party shall claim one minor child for available tax exemptions or tax credits each year. When only one minor child remains eligible to be claimed, the parties shall alternate years in claiming that child. Respondent's right to claim a minor child is conditioned on his being current on all child support and other financial obligations under this Decree.

REAL PROPERTY

33. Neither party is awarded any interest in real property because the parties acquired no interest in real property during the marriage.

VEHICLES

34. The parties' vehicles are awarded as follows:
- a. Petitioner is awarded the 2024 Subaru Crosstrek, free and clear of any claim or right of Respondent and subject to any indebtedness related thereto.
 - b. Respondent is awarded the 2015 Cadillac XR5, free and clear of any claim or right of Petitioner and subject to any indebtedness related thereto.

PERSONAL PROPERTY

35. Each party is awarded, as his or her sole and separate property, all personal property currently in that party's possession, free and clear of any claim by the other party.

FINANCIAL ASSETS/ACCOUNTS

36. The parties' financial assets and accounts are awarded and divided as follows:

- i. Petitioner is awarded, as her sole and separate property, free and clear of any claim by Respondent, all right, title, and interest in the following assets: (1) the Charles Schwab brokerage account managed by Lefavi Wealth Management, with an approximate value of \$265,882 as of May 2026; (2) AFCU checking and savings accounts, with an approximate combined value of \$9,887 as of May 2026; (3) the Navy Federal Credit Union account, with an approximate value of \$37 as of May 2026; (4) Petitioner's portion of the parties' shared Chase account attributable to her 2025 tax refund, in the amount of \$2,183; (5) Petitioner's personal Venmo account, with an approximate value of \$1,382 as of May 2026; (6) Petitioner's Health Savings Account (HSA), with an approximate value of \$8,393 as of May 2026; and (7) Petitioner's T. Rowe Price 401(k) account, with an approximate value of \$50,693 as of May 2026.
- ii. Respondent is awarded, as his sole and separate property, free and clear of any claim by Petitioner, all right, title, and interest in the following assets: (1) any checking or savings accounts that he currently manages, contributes to, or has

opened since the parties' separation that constitute his separate property; (2) the AFCU account ending in 1019; and (3) the Chase account ending in 2400, excluding the sum of \$2,183, which represents Petitioner's 2025 tax refund awarded to Petitioner herein.

- iii. The parties agree that the funds held in the USAA checking and savings accounts, with an approximate combined balance of \$670, shall be divided equally between Petitioner and Respondent. Each party shall receive one-half ($\frac{1}{2}$) of the funds remaining in those accounts as of the date of distribution, and each shall execute any documents reasonably necessary to effectuate the equal division.

RETIREMENT ASSETS

37. The parties' retirement assets are awarded as follows:

- i. Petitioner is awarded, as her sole and separate property, all right, title, and interest in her T. Rowe Price 401(k) account.
- ii. Respondent is awarded, as his sole and separate property, all right, title, and interest in Petitioner's Thrift Savings Plan (TSP), as agreed by the parties.

DEBTS AND OBLIGATIONS

38. The parties' debts and obligations are allocated as follows:

- a. Petitioner shall pay and assume sole responsibility for the Capital One credit card account ending in 5675, and shall indemnify, defend, and hold

Respondent harmless from any liability, claim, collection effort, or obligation associated with that account.

b. Respondent shall assume sole responsibility for the following debts and shall indemnify, defend, and hold Petitioner harmless from any liability, claim, collection effort, or obligation associated with them. The balances below are approximate and reflect the parties' financial disclosures submitted in March 2025:

- i. Auto loan through America First Credit Union ("AFCU"), associated with account ending in 1019, with an approximate balance of \$16,356;
- ii. Line of credit through America First Credit Union ("AFCU"), associated with account ending in 1019, with an approximate balance of \$481.12;
- iii. Capital One credit card, account ending in 3906, with an approximate balance of \$10,256;
- iv. Chase Freedom credit card, account ending in 5676, with an approximate balance of \$11,904; and
- v. Chase Sapphire credit card, account ending in 0289, with an approximate balance of \$4,998.

39. Any debt not specifically identified in this Decree shall be the sole responsibility of the party who incurred it.

40. Any debt incurred after the parties' separation shall be the sole responsibility of the party who incurred it.

41. Each party shall pay the debts allocated to that party and shall indemnify and hold the other party harmless from liability for those debts.

42. Under Utah Code sections 15-4-6.5 and 81-3-105, each party shall provide a copy of this Decree to each creditor for any outstanding obligation addressed herein.

ALIMONY

43. Neither party is awarded alimony.

NAME CHANGE

44. Petitioner is restored to the use of her maiden name, Miller, if she so desires.

MUTUAL RESTRAINING ORDER

45. Each party is hereby restrained from harming, harassing, or threatening the other party. The parties are further restrained from going to each other's homes or places of business without the prior consent or invitation of the other party, except as necessary for parent-time exchanges.

46. Both parties are restrained from consuming alcohol, using illegal drugs, or using prescription medication in a manner inconsistent with its prescription during their respective parent-time.

47. Both parties are further restrained from exposing the minor children to age-inappropriate material, including adult or violent content. Both parents shall have equal input regarding the media content the children may view.

MUTUAL COOPERATION

48. Both parties shall sign and execute all documents necessary to implement the Decree of Divorce. If a party fails to execute a document within 60 days after entry of the Decree, the other party may file an order to show cause or motion to enforce, at the noncomplying party's expense, and may ask the Court to appoint another person to execute the document under Rule 70 of the Utah Rules of Civil Procedure.

ALTERNATIVE DISPUTE RESOLUTION

49. Before filing a petition to modify any provision of the Decree of Divorce, the parties shall attempt to resolve the dispute through mediation.

ATTORNEY FEES

50. Each party shall pay his or her own attorney fees and costs incurred in this divorce.

AS ORDERED BY THE ELECTRONIC SIGNATURES OF THE COURT ON PAGE ONE OF THIS DOCUMENT.

APPROVED AS TO FORM:

/s/Melissa Bean (digitally signed by David Pedrazas with permission)

MELISSA BEAN
ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2026, a true and correct copy of the foregoing was sent via email to the following:

Melissa Bean
Attorney for Respondent
Email: mbean@beanfamilylaw.com

/s/David Pedrazas