



Mary Bevan, Bar #14596  
CARR | WOODALL  
1309 W. South Jordan Pkwy., Suite 200  
South Jordan, Utah 84095  
Tel: (801) 254-9450  
Email: mary@carrwoodall.com  
*Attorney for Petitioner*

**IN THE THIRD DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

|                                       |                                                                      |
|---------------------------------------|----------------------------------------------------------------------|
| In the Matter of the Marriage of:     | <b>DECREE OF DIVORCE</b>                                             |
| JAMIE A BALLADA,<br>Petitioner,       |                                                                      |
| and                                   |                                                                      |
| CHAUNCEY JAMES RIDDLE,<br>Respondent. | Case No. 244904876<br>Judge: Adam Mow<br>Commissioner: Joanna Sagers |

The above-captioned matter came before the court for a Bench Trial on June 1, 2026. Petitioner was present and was represented by Mary Bevan of Carr Woodall. Respondent was present and represented by Tim Donaldson. Private Guardian ad Litem, Lillian Reedy, was also present. The Court, having heard testimony, received evidence, made Findings of Fact and Conclusions of Law, and being fully advised in the premises, now enters the following Decree of Divorce:

**DIVORCE**

1. The Court hereby grants the parties a Decree of Divorce based on irreconcilable differences.
2. The parties are divorced and their marriage is dissolved.
3. Each party is restored to the status of an unmarried person.

## **CUSTODY AND PARENT-TIME**

### **A. Legal Custody**

4. The parties are awarded joint legal custody of the minor child, Paris Riddle, born April 29, 2019.
5. Ms. Ballada shall have final decision-making authority regarding the minor child's education, healthcare, and religious upbringing if the parties are unable to reach agreement after discussion and mediation.
6. The parties shall use a co-parenting application, such as Our Family Wizard (OFW), to assist them in communicating productively and civilly regarding the minor child.
7. Each parent may make decisions regarding the day-to-day care and control of the minor child while the minor child is residing with that parent. Utah Code Ann. § 81-9-203
8. When mutual decision-making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process. Utah Code Ann. § 81-9-203
9. Regardless of the allocation of decision-making in this Decree, a parent may make emergency decisions affecting the health or safety of the minor child. Utah Code Ann. § 81-9-203
10. The minor child's home residence for purposes of identifying the appropriate school is the residence where the minor child resides during the school week according to the parenting schedule.

11. Ms. Ballada, as the parent with final decision-making authority regarding education, shall make education decisions for the minor child if the parents cannot agree.

12. Both parents have access to the minor child during school and authority to check the minor child out of school.

**B. Physical Custody**

13. The parties are awarded joint physical custody with equal time on a week on/week off schedule in accordance with Utah Code 81-9-305.

14. Ms. Ballada shall have 182 overnights per year and Mr. Riddle shall have 183 overnights per year.

15. Exchanges shall occur on Fridays as follows:

- a. On school days, exchanges shall occur at drop off and pick up from school.
- b. On non-school days, exchanges shall occur at 6:00 p.m.

16. Holidays and Extended Parent-Time: The holiday and summer parent-time visitation shall be as the parties agree, or if the parties cannot agree then holiday parent-time shall be consistent with Utah Code 81-9-302 with Petitioner being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule. Pursuant to Utah Code 81-9-305, each party is awarded two weeks of uninterrupted parent-time during the summer months. The parties shall give each other at least thirty days advance notice of their choice of extended parent-time. In the event of a conflict, Petitioner shall have first choice of extended parent-time in all odd-numbered years and Respondent shall have first choice of extended parent-time in all even-numbered years.

### **C. Mental Health Services**

17. Paris shall have a therapist with at least annual check-ins for sexual abuse risks.

### **CHILD SUPPORT**

18. Based on gross monthly incomes of \$13,098.80 for Ms. Ballada and \$9,242.51 for Mr. Riddle, with the joint custody arrangement set forth above, Ms. Ballada shall pay Mr. Riddle base child support in the amount of \$183.00 per month.

a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the 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 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 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 will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be split by the parties.

c. Child support will be paid in two increments each month; half on the 5<sup>th</sup> and half on the 20<sup>th</sup> of each month.

**HEALTH CARE AND INSURANCE COSTS, CHILDCARE COSTS,  
EXTRACURRICULAR COSTS, TAXES**

**19. Medical Insurance Coverage:** The party with the best coverage shall maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child. If at any time the child is covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and Respondent's plan shall be secondary coverage for the child. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary insurance. The party who carries the insurance on the child shall provide proper verification of health, optical, hospital, dental, and other medical insurance coverage to the other party on or before January 2<sup>nd</sup> of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

**20. Medical Insurance Premiums:** Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties.

**21. Out-of-Pocket Medical Expenses:** Each party shall pay half of all reasonable and necessary health, optical, hospital, dental, and other medical expenses of the parties' minor child

including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent. Either parent who incurs health, optical, hospital, dental, and other medical expenses for the parties' minor child shall provide written verification of the costs and payment of such health, optical, hospital, dental, or other medical expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code 81-6-208.

**22. Childcare:** Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. The party incurring the cost shall provide documentation for reimbursement within thirty (30) days and the other party shall reimburse within 30 days after receiving the verification.

- a. The parties will provide written verification of the cost and identity of the childcare provider to the other party.
- b. The parties will notify the other party of any change in the childcare provider or the monthly childcare expenses within thirty (30) calendar days from the date of the change.

23. Taxes: The parties shall alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating his or her State and Federal income taxes, beginning with Petitioner claiming the child for tax year 2026.

24. Petitioner's ability to claim the exemption for the minor child shall be conditioned on her being current on December 31<sup>st</sup> of that tax year in her child support obligations to Respondent. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

25. Extracurricular Activities: The parties shall discuss which extracurricular activities the child should participate in. The parties shall support the child in these extracurricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing.

#### **PARENTING PLAN**

26. Phone and Address: Each party shall keep the other party informed of their current residential address, telephone number, and email address.

27. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained. The parties are permanently

restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

**28. Medical Information:** Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission.

**29. Educational Information:** Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

**30. Access to Information:** Each party shall have full and equal access to all records and information pertaining to the minor child, including but not limited to medical, dental, health, childcare, school, extracurricular activities, and religious records and information.

**31. Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

**32. Communication:** Each party will communicate directly with the other and not through third persons. The child will never be used as a messenger. Communication shall take place in writing, with Our Family Wizard being the current platform to be used. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor child such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

33. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(18).

34. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

35. Decision-Making: All major decisions concerning the child, including health, education, general welfare, religion, daycare, medical and dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue,
- b. Develop possible solutions,
- c. Choose the most sensible solution that considers the needs and interests of everyone involved.

36. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

37. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

38. Implementation of Treatment: Each of the parties will facilitate, help, and promote the taking of medication or other regimens of therapy for the child as prescribed by a doctor.

39. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve

the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret, or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good-faith effort to do so, they may bring the issue before the court.

**40. Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the body of the child, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

**41. Corporal Punishment:** The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

#### **DIVISION OF REAL PROPERTY**

**42.** The marital home located at 11619 S Dorian Drive, South Jordan, UT 84009, shall be listed for sale within 30 days of the entry of this Decree.

**43.** Mr. Riddle is solely responsible for the cost of necessary repairs and maintenance for the listing that have arisen since August of 2024.

**44.** Once sold, the net proceeds shall be equally divided between the parties, after paying the expenses of the sale and all mortgages or liens against the property.

**45.** Mr. Riddle is responsible for all mortgage amounts due on the marital home after Ms. Ballada moved out in August 2024 (including any forbearance amounts), excluding the 10 months during which Ms. Ballada continued to pay one-half of the mortgage.

**46.** There shall be no true-up of mortgage payments between the parties.

### **DIVISION OF PERSONAL PROPERTY**

47. Each party is awarded their own vehicle and associated loan.
48. Ms. Ballada may access the marital home within 14 days of entry of this Decree to inventory marital personal property.
49. The parties shall divide marital personal property as they mutually agree.
50. If the parties cannot agree on the division of marital personal property, then Ms. Ballada shall make two lists of marital property of approximately equal value, and Mr. Riddle shall pick one of the lists. Mr. Riddle is awarded the property on the list he selects, and Ms. Ballada is awarded the property on the list Mr. Riddle does not choose.

### **DIVISION OF FINANCIAL AND RETIREMENT ACCOUNTS**

51. Each party is awarded all financial accounts and retirement accounts in their respective individual names.
52. Each party shall be solely responsible for any taxes, penalties, or fees associated with their respective accounts.

### **DIVISION OF DEBTS**

53. Each party shall be solely responsible for all debts in their own name.
54. The parties incurred loans totaling approximately \$74,702.53 to purchase a solar energy system with battery for the marital home.
55. Ms. Ballada is credited \$11,208.37 (representing one-half of the \$13,000 tax rebate and \$9,416.75 in escrow overage checks received solely by Mr. Riddle) against her share of the solar system loans.

56. Ms. Ballada is responsible for \$31,747.16 of the solar system loans.
57. Mr. Riddle is responsible for \$42,955.53 of the solar system loans.
58. If the buyer of the marital home assumes the solar system loan, the parties' respective obligations under paragraphs 49-51 shall be extinguished.
59. Each party shall indemnify and hold the other party harmless from any debts for which they are responsible under this Decree.

#### **ALIMONY**

60. Neither party is awarded alimony.

#### **GUARDIAN AD LITEM FEES**

61. Each party shall pay one-half of all Guardian Ad Litem fees incurred in this matter.
62. The parties shall equalize Guardian Ad Litem fee payments, as Mr. Riddle was previously ordered to pay 75% of such fees.

#### **ATTORNEY FEES**

63. Each party shall bear their own attorney fees and costs.

#### **GENERAL PROVISIONS**

64. This Decree incorporates all stipulations and agreements of the parties made on the record and in writing.
65. The Court retains jurisdiction over the parties and subject matter of this action for purposes of enforcement and modification.
66. This Decree constitutes the final order of the Court in this matter.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE**

TO THE RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Petitioner's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 30<sup>th</sup> day of July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

**Tim Donaldson**  
tim@porterfamilylaw.com  
*Attorneys for Respondent*

**Lillian Reedy**  
Lillian@meredithlawoffice.com  
*Guardian ad Litem*

/s/ Mary Bevan  
Mary Bevan