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**IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:)	DECREE OF DIVORCE
REBECCA HYER,)	
Petitioner)	
)	
and)	
)	Case No. 264900525
)	Judge Neider
RICHARD HYER,)	Commissioner Richards
Respondent.)	

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) **JURISDICTION:** That Rebecca was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.
- 2) Rebecca and Richard were married on the 18th day of January 2002, in Salt Lake City, Utah.
- 3) **GROUND:** During the course of the marriage, the parties

have experienced differences which cannot be reconciled that make continuation of the marriage impossible and the parties are granted a divorce on the grounds of irreconcilable differences to become final and absolute upon entry.

4) The parties separated in July 2025.

5) **CUSTODY & PARENT TIME:** There are four (4) children born as issue of this marriage and currently two children under the age of 18 to wit; H.M.H. dob 06/30/2010 and E.R.H. dob 04/22/2013 and one child who is over 18, but has special needs A.V.H dob 4/20/06. The parties currently have guardianship over the child Addison. Rebecca shall be allowed to modify the guardianship so that the guardians of Addison are Rebecca and Evelyn. Richard will sign any necessary documents to effectuate this change.

6) Rebecca is awarded sole legal custody of the minor children and special needs adult child. Although Rebecca is awarded sole legal custody, the parties will discuss major issues regarding the children with Rebecca having the final decision-making authority.

7) Rebecca is awarded sole physical custody of the children with her residence designated as the children's primary residence. The parties will work together to determine the best parent-time schedule, but if no agreement, Richard shall be awarded parent-time consistent with U.C.A. §81-9-302 with parent-time being supervised

by an agreed upon third party, if no agreement is reached the parties shall use a professional supervisor and no overnights until further agreement of the parties. Currently, Richard has been having mid-week time and weekend time with the children, and it is anticipated the parties will continue with that schedule with Richard's time being supervised.

8) The parties will work together to determine the best parent-time schedule for the holidays, but if there is no agreement, Richard shall be awarded holidays consistent with U.C.A. §81-9-302 with Richard designated as the non-custodial parent for this purpose. Richard will be awarded some parent-time on his holidays with the same restrictions of no overnights and the time being supervised.

9) Rebecca may have up to two weeks of uninterrupted summer parent-time with the children and will designate that time by May 1 of each year. Richard will work with Rebecca for any extended time to ensure the children are always supervised.

10) Rebecca is awarded sole legal custody, but the parties will incorporate the following parenting plan:

****Parenting Plan ****

a. The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of

their child and that their focus is the needs and interests of the child.

b. The parties realize that both of them are important to the child; that the child need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the child.

c. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the child available for funerals, weddings, or significant events.

d. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the child.

e. The child shall be allowed reasonable telephone contact as initiated by the child.

f. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

g. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the child.

h. The parents agree to communicate with each other any concerns regarding the wishes of the child in regards to parent-time and work together to do what is in the best interest of the child, in order to minimize any undue stress on the child.

- i.** The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the child.
- j.** Neither parent will allow the children to be around any type of pornography or inappropriate material. Neither parent will drink to impairment or use any type of illegal drug or legal drug in a nonprescribed manner while caring for the children.
- k.** Neither parent will use corporal punishment or any type of physical discipline. Neither parent will physically, sexually, or emotionally abuse the children.
- l.** Neither parent will introduce the children to a romantic interest until they have been in an exclusive and committed relationship for six months. Neither will allow an unrelated member of the opposite sex to spend the night until the children have known the individual for more than six months.
- m.** Richard will not take the children around his father, the paternal grandfather.
- n.** If a parent relocates, parent-time shall be consistent with §81-9-209.
- o.** This plan shall be made an Order of the Court and shall be in effect until modified.

****End of Parent Plan**

- 11) CHILD SUPPORT:** Richard is currently employed and earns \$4,700/month from his full-time position.
- 12)** Rebecca is currently employed and earns \$2,400/month from her full-time position.

13) Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor children of the parties based on a sole custody worksheet. The amount of child support provided by Code is \$935 per month for two children. Child support shall terminate upon the children reaching age 18 or graduating from high school with their expected class, whichever is later.

14) The oldest child is an adult with disabilities and resides primarily with Rebecca. Rebecca provides substantial caregiving which impacts her earning capacity. In consideration of these circumstances, Richard will pay to Rebecca the sum of \$200 per month in addition to other ordered spousal support. This money is awarded to Rebecca and creates no legal right to the money for the adult child. The parties acknowledge this payment is intended to be income solely to Rebecca and not income or support payable to the adult child for purposes of needs based public benefits.

15) Richard has new employment and receives a base pay and commission, and it is agreed that the parties will review his income every six months and update child support for the next 24 months. Thereafter, it shall be by statute.

16) The parties shall jointly and equally be responsible for any extra-curricular activities for the children which are agreed upon in writing.

17) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses. The parties will split auto insurance upon the children reaching driving age.

18) **CHILDCARE:** The parties shall equally split any daycare expenses incurred for childcare for work related care.

19) **MEDICAL:** The minor children are currently covered on Medicaid, if at any time the children do not qualify for Medicaid, Richard shall be responsible for the medical insurance for children. Richard shall pay the children's insurance premium costs. In the event both parties have medical coverage for the children, the children shall be double covered, and the parties shall each pay their own medical premiums costs for the children with Richard's insurance as primary.

20) Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. 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, upon

initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

21) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

22) **TAXES:** For purpose of taxes, Rebecca shall claim all of the children, so long as there is benefit regarding a medical insurance. The parties shall meet and discuss the benefits at least 60 days prior to enrollment or taxes, but no later than January 30. If there is no benefit, the parties shall each claim one child. Upon only one child remaining a minor, Rebecca shall claim the only child in even numbered tax years, and Richard shall claim the only child for odd numbered tax years. Richard's right to claim the child is dependent upon being current on child support by December 31 of the claiming year.

23) **REAL PROPERTY:** The parties have real property located at 768 Healy Street in Ogden, Utah. Rebecca will be awarded the possession of the home free and clear of claims of Richard. The parties shall equally split the cost of the mortgage and taxes until June 2031. Any mortgage payment made by Richard is for support of Rebecca. At that time or any time before, if the parties agree in writing, Rebecca or Richard may refinance or assume the loan and the other their equal share of the equity. Rebecca having first preference. The parties shall have the home appraised to determine the amount of net equity owed. If Richard refinances, Richard shall give Rebecca 60 days to relocate after the refinance is complete. If Richard or Rebecca are unable to refinance by August 2031, the home shall be listed for sale.

24) The parties shall each be entitled to 50% of the equity in the home. This is determined by either the sales price if the home is listed for sale or the appraisal value if the home is refinanced less the mortgage balance and costs of the sale or refinance. Rebecca and Richard shall each be awarded 50% of this net equity. All equity is awarded specifically to Rebecca and Richard and creates no legal rights to any money/equity for the children.

25) In the event either party fails to pay their share of the mortgage or taxes (no later than 10 days after the due date), the

other party may list the home for sale and receive an additional \$10,000 from the equity as a result of the other party's default.

26) Rebecca will claim the home for deduction purposes on taxes unless otherwise agreed upon in writing.

27) Both parties will split the cost of major home repairs and major appliance replacements until the time of the sale of the house or assumption of the loan by either party. This does not include smaller appliances such as a microwave oven or air fryer etc.

28) **RETIREMENT:** The parties shall each be awarded their marital share of retirement. Richard has an IRA and possible 401k and Rebecca shall be awarded 50% of the retirement. The parties will work together to complete a QDRO to divide the retirement with each party paying 50% of any QDRO or division costs.

29) **BUSINESS:** Richard has a hobby business named Hyer Quality Products. Richard shall continue to operate the business with Richard taking 100% of the equity/revenue, including any future name changes, DBAs, or subsidiary companies under the parent company, Hyer Quality Products or future name change.

30) **PERSONAL PROPERTY:** The parties have acquired personal property during the course of the marriage which shall be equally divided. Each party shall take the property currently in their own possession free and clear of claims of the other party, to include their

vehicles. If there is a dispute as to the division of personal property, the parties will determine a method so that each party is awarded their equitable share of personal property.

31) Richard shall remove his personal property or agree it can be stored long-term in the home within 60 days of signing this stipulation. Either party may provide 120 days' notice to remove property items from the home.

32) Each party shall be awarded the accounts in their own names.

33) Richard has a life insurance policy with Rebecca listed as beneficiary. Richard shall be ordered to maintain that policy and keep Rebecca listed as beneficiary on that policy through March 5, 2039. If Rebecca passes before then, the beneficiaries shall be the four children. Richard shall send monthly statements showing the premium is being paid.

34) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources should be awarded to the party from whose family it came.

35) **DEBTS:** During the course of the marriage the parties incurred martial debt. The mortgage is resolved in the real property section, and the parties have the AFCU car loan which shall be paid by Rebecca beginning June 2026. Richard shall take 100% of his

Nelnet student loans. The party awarded the debt shall hold the other harmless.

36) The parties have a HELOC. Richard will provide monthly statements of the HELOC to Rebecca and neither of the parties shall further encumber the HELOC from the value as it was on March 1, 2026. The parties will work to close the HELOC in October 2026 with neither party further encumbering the HELOC. Richard will pay the current HELOC until it is closed.

37) All other debt shall be paid by the party in whom the debt is listed.

38) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

39) **ALIMONY:** Rebecca is in need of alimony and Richard has the ability to pay. Richard is paying child support and half of the mortgage and Richard's employment recently changed. Alimony is awarded, but no additional amounts outside of support and mortgage are to be paid until Richard receives a pay increase. Richard's pay from his full-time job shall be looked at periodically (every six months) and Rebecca shall be awarded additional alimony/spousal support as follows:

- a. If Richard earns \$65,000 gross per year or less, no alimony is awarded.

b. If Richard earns above \$65,000 and below \$85,000 gross, he will pay an additional 5% of gross income per month in alimony to Rebecca.

c. If Richard earns above \$85,000 and below \$105,000, he will pay an additional 10% of gross income per month in alimony.

d. If Richard earns above \$105,000, he will pay an additional 15% of gross income per month in alimony.

e. Alimony shall continue for the length of the marriage, 24 years from the date of divorce or may be readdressed when Richard retires no earlier than age 65. Alimony may terminate if Rebecca remarries, cohabitates, or dies. Alimony is due by the 5th of each month.

f. Alimony is specifically awarded to Rebecca from Richard and such payment creates no legal right to the money for any children of the parties.

40) OTHER: Rebecca shall have her maiden name of Clines restored should she choose. The children may also hyphenate their last name to Clines-Hyer.

41) BANK ACCOUNTS: The parties agree from the date of the signed stipulation neither party shall remove the other from the joint bank accounts, withdraw cash or purposefully deplete the bank

accounts in their favor and that the funds in the accounts will be split 50/50 upon the finalization of the divorce. Any amount of marital funds used to pay a personal debt shall be deducted from their awarded share at the time of division and divorce.

42) Any monies awarded to either party through child support, alimony, real property equity, or any asset listed herein are solely awarded to Rebecca or Richard and no adult child is entitled to any such monies.

43) The parties shall be civil in all communications.

44) The parties shall not disparage the other party in the presence of the minor children or allow a third party to do the same.

45) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

46) The parties shall equally pay the attorney fees and Court costs associated with this Decree.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/: Richard Hyer

Signed by Brittany R. Brown with permission of Richard Hyer

RICHARD HYER

Respondent

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Rebecca will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 28 day of April 2026

/s/: Brittany R. Brown

Brittany R. Brown

Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Richard Hyer

Respondent

rmarkhyer@gmail.com

Dated this 28th day of April 2026

/s/: Debbie Weber

Debbie Weber

Legal Assistant