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Attorney for Respondent

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

In the matter of the marriage of

HAILEE MATTHEWS

and

BROCK MATTHEWS

DECREE OF DIVORCE

Case No.: 254900324

Judge: Catherine Conklin

Commissioner: Brandon Richards

Tier 4

Petitioner Hailee Matthews having filed a Petition for Divorce against the Respondent Brock Matthews; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. The Court received evidence and took testimony and being fully apprised herein and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: The parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. MARRIAGE: Petitioner and Respondent are husband and wife, having been married on November 7, 2020 in Farmington, Utah.
3. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable.
4. JURIDICTION:
- a. The parties are residents of Weber County, State of Utah, and have been for more than six (6) months immediately preceding this action.
 - b. The Court has jurisdiction to make an initial child custody and parent-time determination regarding the parties' minor children pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-201. Utah is the home state of the minor children because the children have resided in Utah with a parent for at least six consecutive months immediately before commencement of this action, or since birth for any child less than six months old. No other court has entered a custody or parent-time order concerning the minor children, and the minor children are not involved in any other custody proceeding.
5. CHILDREN: That during the course of the marriage, the parties have had three (3) children born as issue of said marriage, to-wit: *L.M. born 10/20/2021; M.M. born 11/1/2023; and S.M. born 11/1/2023*. No other children are now expected.
6. CUSTODY AND PARENT TIME:

a. Physical Custody. That the Petitioner shall be awarded the sole physical custody, care, and control of the minor children of the parties.

b. Legal custody. The Parties will be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202.

i. Decision Making: Any major decision regarding healthcare and/or education will be made upon mutual agreement between the parties. If the parties are unable to come to a joint decision regarding a major decision they will seek the input and advice of professionals in the area of decision, such as doctors, counselors, etc. If after discussion with relevant professionals they are still unable to come to an agreement the Petitioner will have the presumptive decision-making authority. If the Respondent believes the decision is harmful to the children he may bring the matter before the court.

c. Parent-time. Respondent should be awarded parent-time as the parties agree. If they cannot agree then as follows:

i. Phase 1. For a period of 120 days the Respondent shall have parent-time every other Wednesday from 5:30 pm through 8:30 pm and every other Saturday within the same week for three (3) hours from 9:00 through 12:00 pm at his home supervised. Respondent shall take 80% of his visits during the 120 days, if he does not, he cannot move to the next phase before taking 80% of his time.

- ii.** Phase 2. After completing the above 120 days, the Respondent, for the next 120 days, shall have parent-time every other Saturday and Sunday for five (5) hours supervised from 9:00 am though 2:00 pm. Respondent shall take 80% of his visits during the 120 days, if he does not, he cannot move to the next phase before taking 80% of his time.
- iii.** Phase 3. After completing the above 120 days, the Respondent, for the next 120 days, shall have parent-time every other Friday at 6:00 pm thru Sunday at 7:00 pm.
- iv.** Phase 4. After completing the above 120 days, the Respondent shall then have standard parent-time pursuant to Utah Code §81-9-302.
- d. Supervisors.** Unless the parties agree otherwise in writing, Kristyne Christensen and/or Talia Gallegos, are authorized to supervise parent-time and have already agreed to do such. Communication regarding the children will be handled through mother. Respondent can pay for a professional supervisor at any time if he agrees.
- i.** Any supervisor shall be present at all times during the supervised parent-time phase.
- ii.** Supervisors should, at all times, ensure the health and safety of the children while supervising.
- iii.** A Supervisor shall report to the other parent perceived abuse, neglect, or other troubling behavior. The supervisor will be allowed to remove the children

and him or herself if the following is happening, inappropriate physical contact, foul language, shouting, threats or abusive behavior.

- e. Holiday/extended parent-time. The parties will share holiday parent-time as they agree, if they cannot agree the parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-302.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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 minor 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	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 minor 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 at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	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 minor 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 at 7 p.m. on Memorial Day.	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 if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
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 if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.

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. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 at 7 p.m. on Labor Day.	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 at 7 p.m. on the day before school resumes.	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	(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 at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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 7 p.m. (2) Holiday ends at 7 p.m. on the day before	Even years	Odd years

	school resumes.		
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

f. If the supervisor is available then any holiday parent-time occurring during the Phase 1 and Phase 2 shall occur only for the allotted time as indicated above for each specified phase.

g. Transportation. Pursuant to Utah Code §81-9-202(5) the parties will equally divide the transportation between them as follows: each party should retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties. This will take place after Phase 1 and Phase 2 of parent-time are completed.

h. Relocation Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.

i. Telephone and Virtual Communications. Taking into account the children's ages the parties will continue to allow the children to call/video call the other parent at reasonable times and for reasonable durations.

7. CHILD SUPPORT:

a. For child support purposes, Petitioner's income will be imputed at \$6,583 per month and Respondent's income will be imputed at \$3,333 per month.

b. Based on the Utah Child Support Guidelines, Respondent should be ordered to pay Petitioner child support in the amount of no less than \$644 per month, commencing March 1, 2026, until or unless modified by ORS in the future, Petitioner can request immediate review at anytime. Child support payment is considered late on the 21s of each month if not paid to ORS.

c. There are no child support arrears.

d. Pursuant to Utah Code §81-7-102, the child support payment will be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.

e. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).

f. Pursuant to Utah Code §81-6-202(10)(f), an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

8. HEALTH INSURANCE:

a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as

it is available through their employment. Mom agrees to continue to maintain the health insurance for the children through her current employer.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half ($\frac{1}{2}$) of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party should pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within

thirty (30) days of payment. The other party should reimburse their one-half ($\frac{1}{2}$) within thirty (30) days of receipt of the verification. If the children are double covered the parties will each ensure both insurances have been submitted and billed before submitting to the other party for reimbursement.

e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.

f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Petitioner should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent should be the secondary coverage for the dependent child. If a parent remarries and his or her 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 health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

9. CHILD CARE: Pursuant to Utah Code §81-6-209 the parties will equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

a. Pursuant to Utah Code §81-6-209 if an actual expense for child care is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

b. The parent incurring the childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.

c. The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

d. There are no child care arrears.

e. EXTRACURRICULARS AND SCHOOL FEES: The parties will split equally all costs for any agreed upon in writing extracurricular activities.

10. INCOME TAX DEDUCTIONS:

- a. Petitioner shall claim all three children on her taxes for the 2025, 2026, 2027, 2028, 2029, 2030, 2031, and 2032 tax years.
- b. Commencing with the 2034 taxes year the Petitioner should be awarded the right to claim M.M. and Respondent should be awarded the right to claim S.M. each and every year. Petitioner will claim L.M. in odd tax years and Respondent will claim L.M. in even tax years.
- c. Pursuant to Utah Code §81-6-210, if Respondent is not current in his child support obligation the tax exemption should automatically revert to Petitioner.
- d. Upon reasonable advance notice and request, each party should provide the other Petitioner signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

11. REAL PROPERTY:

- a. The parties' marital home was previously sold, and the profits were previously divided. The parties, each of them, waives any and all claims regarding the proceeds from the sale of the home.

12. PERSONAL PROPERTY:

- a. Petitioner will be awarded the personal property currently in her possession.
- b. Respondent will be awarded the personal property currently in his possession.

13. DEBTS:

- a. Each party will be responsible for any and all debt in their name or incurred in their individual capacity.
- b. Each of the parties will be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

14. ALIMONY:

- a. The Parties waive any past, present or future claims for alimony.

15. RETIREMENT BENEFITS:

- a. The parties will keep their own retirement accounts, if any, free from any interest of the other party.

16. MAIDEN NAME: That Petitioner should be restored to her maiden name of *Gallegos*, if she so desires.

17. ATTORNEYS FEES:

- a. That each of the parties will pay their own attorney fees and court costs if this matter.
- b. That if either party defaults in his or her obligation hereunder, or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

18. CIVIL RESTRAINING ORDERS:

- a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b. The parties should not malign or defame the other.
- c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d. The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.
- e. The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

- 1. Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Petition for Divorce.
- 2. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested
- 3. For all such other and further relief as the Court may deem just and proper under the circumstances.

DATED May 22,, 2026.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

/s/Chad McKay

Chad McKay
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED May 22, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Jaime G. Richards

Jaime G. Richards

Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Chad McKay 2650 Washington Blvd ste 101	<input type="checkbox"/> U.S. Mail
Ogden, UT 84401	<input type="checkbox"/> E-Mail
chadmckaylaw@gmail.com	<input type="checkbox"/> Hand delivery
	<input checked="" type="checkbox"/> E-Filed

The foregoing was performed on May 22, 2026

/s/ Gaby Valdez
Paralegal