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Attorney for Petitioner

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

**In the matter of the marriage of
CHASE TRIBE
and
JAMIE TRIBE**

DEFAULT DECREE OF DIVORCE

**Case No.: 254901980
Judge: Reuben J Renstrom
Commissioner: Brandon Richards
Tier 4**

THE ABOVE-ENTITLED MATTER having been properly filed with the Court; the Petitioner, [*Chase Tribe*] being represented by and through his attorney of record, *Jaime G. Richards of Richards & Richards Law Firm*; having filed a Petition for Divorce against the Respondent [*Jamie Tribe*]; the Respondent having failed to file an Answer to the Petition for Divorce and the default having been previously entered by this Court; and the Court having reviewed the file and pleadings contained therein; and all other matters that have been submitted to the Court and the Court being fully advised of the premises and the Findings of Fact and Conclusions of Law having been filed separately in writing, now therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. JURISDICTION:

a. Residency. Petitioner was an actual and bona fide resident of WEBER, State of Utah for the three (3) months preceding the filing of this action in accordance with Utah Code §81-4-203.

b. Home state. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §78B-13-201(1)(a) in that:

- i. Utah is the home state of the minor child(ren) at the commencement of this proceeding;
- ii. The child(ren) and the child(ren)'s parents have a significant connection with the State of Utah other than mere physical presence;
- iii. Petitioner has not been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject minor child(ren) in this State or any other State;
- iv. Petitioner has no information of any custody proceeding concerning the minor child(ren) pending in this Court or any other State;
- v. Petitioner does not know of any person, not a party to these proceedings, who has physical custody of the subject minor child(ren) and who claims to have custody or parent-time rights with respect to said minor child(ren).

c. Other proceedings. Pursuant to Utah Code §78B-13-205, Petitioner states, upon information and belief, that there are no other proceedings regarding the custody of the child(ren).

2. PUBLIC ASSISTANCE STATEMENT:

a. That the Petitioner is not currently receiving any Public Assistance from the State of Utah.

b. That the Petitioner has no knowledge if the Respondent is currently receiving any Public Assistance from the State of Utah.

3. MARRIAGE: Petitioner and Respondent are husband and wife, having been married on February 22, 2020 in Ogden City, Weber County, State of Utah.

4. GROUND: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable. In fact, the parties have been separated and living apart since November 28, 2024.

5. CHILDREN: That during the course of the marriage, the parties have had one (1) children born as issue of said marriage, to-wit: *T.T. born 2/24/20* No other children are now expected.

6. CUSTODY AND PARENT TIME:

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

b. Legal custody. The Petitioner should 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.

c. Parent-time. Petitioner should be awarded standard parent-time as outlined in Utah Code §81-9-302 as follows:

- i. Every Wednesday from 5:30 p.m. until 8:30 p.m.; and
- ii. Every other weekend beginning on Friday at 6:00 p.m. until Sunday at 7:00 p.m.

d. Due to the age of the minor children, the parties should allow some flexibility in the parent-time schedule to account for the children’s jobs, extracurricular activities, etc.

e. Holiday/extended parent-time. 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;	Even years	Odd years

	(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.		
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	Even years	Odd years

	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.		
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	Even years	Odd years

	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.		
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 school resumes.	Even years	Odd years
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. Transportation. Pursuant to Utah Code §81-9-202(5) the parties should 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.

g. 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

7. CHILD SUPPORT:

a. For child support purposes, Petitioner's income should be imputed at \$3,800.00 per month and Respondent's income should be imputed at \$10,000 per month.

b. Based on the Utah Child Support Guidelines, Respondent should be ordered to pay Petitioner child support in the amount of \$350.00 per month, commencing November 1, 2025.

c. Pursuant to Utah Code §81-7-102, the child support payment should 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.

d. 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>).

e. 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.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) 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 (½) 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 (½) within thirty (30) days of receipt of the verification.
- 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: Each party should pay for their own daycare needs, if any, without right to reimbursement from the other party.

10. EXTRACURRICULARS AND SCHOOL FEES:

a. The parties should split equally all costs for any agreed upon in writing extracurricular activities.

b. The parties should split equally all school fees, including school lunches.

11. INCOME TAX DEDUCTIONS:

a. One child. Petitioner should be awarded the right to claim the child in even years. Respondent should be awarded the right to claim the child in odd years.

b. 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.

c. 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.

12. REAL PROPERTY:

a. During the course of the marriage the parties did not acquire any real property that is subject to marital distribution.

13. PERSONAL PROPERTY:

- a.** Petitioner should be awarded the personal property currently in her possession.
- b.** Respondent should be awarded the personal property currently in his possession.
- c.** All other marital property should be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.
- d.** The parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

14. DEBTS:

- a.** Each party should be responsible for any and all debt in their name or incurred in their individual capacity since the date of separation which occurred on or about November 28th 2024, in addition to the following:
- b.** The Petitioner should assume the debt of Lowes Credit Card, 2013 Hyundai Sonata, 50% of visa credit card.
- c.** The Respondent should assume the debt of Capital One Credit Card, 2014 Ford Explorer, 50% of visa credit card.
- d.** Each of the parties should 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.

15. ALIMONY:

- a.** That no alimony should be awarded to either party whether past, present or future.
- b.** That if Respondent assumes more marital debt instead of making monthly alimony payments, the assumption of debt in lieu of alimony should be treated as non-dischargeable in a bankruptcy proceeding—as a support and maintenance claim.

16. RETIREMENT BENEFITS:

- a.** That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.

17. MAIDEN NAME: That Respondent should be restored to her maiden name, if she so desires.

18. ATTORNEYS FEES:

- a.** That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested. If the Respondent contests this matter then the Respondent should be allocated all of Petitioner's attorney fees and court costs incurred herein.
- 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.

19. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a.** Each party should immediately deliver all property awarded to the other party in their possession, and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.
- b.** Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
- c.** Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

20. 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.

f. Each party should be restrained from encumbering, transferring, and/or disposing of or change the nature of any asset without the prior knowledge and written consent of the other party.

g. Each party should be restrained from wasting, concealing, or damaging or otherwise jeopardize any asset pending final resolution of these proceedings.

21. MISCELLANEOUS PROVISIONS:

a. Each party should be ordered to execute and deliver to the other party any document(s) necessary to implement the provisions in the Decree of Divorce entered by the Court.

b. Parenting Classes. Pursuant to Utah Code §81-9-103, you are notified that unless waived by the Court both parties are required by law to attend parenting classes prior to a Decree being signed. Arrangements can be made to attend the course by calling the District Court Clerk (also found at www.utcourts.gov/class). Attached hereto as **Exhibit “1”**.

c. Mediation. If an answer is filed to this Petition, then pursuant to Utah Code §81-4-403 you are notified that: unless waived by the Court both parties are required to participate in at least one session of mediation. The parties should seek to resolve all contested issues therein. This requirement does not preclude the entry of temporary or other such pretrial orders in advance. The parties must utilize a qualified domestic dispute mediator pursuant to Utah Code §78B-6-205. Absent a Court order to the

contrary or party agreement the cost of mediation should be divided equally between the parties. That for good cause the Court, mediator or director of dispute resolution programs may excuse the parties from participating. Mediation should be conducted pursuant to the Utah Rules of Court-Annexed Alternative Dispute Resolution.

d. If custody is contested, a custody evaluation should be ordered to be conducted in accordance with U.C.A., Section 4-903 and U.C.A., Section §81-9-204, and the Petitioner and Respondent should be responsible to pay the costs of the evaluation.

e. Disclosure and Discovery in Domestic Relations Actions. You are hereby officially served with notice of Rule 26.1 of the Utah Rules of Civil Procedure. A copy of this rule is attached hereto as **Exhibit “2.”** You are ordered to review it, become familiar with it, and abide by its terms.

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

CERTIFICATE OF SERVICE

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

Jamie Tribe
1682 North 2520 West
Lehi, UT 84043

☐ U.S. Mail
☐ E-Mail
☐ Hand delivery
☐ E-Filed

The foregoing was performed on June 29, 2026.

/s/ Taeler Love
Paralegal