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Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

**IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPARTMENT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of
DOMINIQUE KEY,

Petitioner,

and
HEATHER PUGINA,

Respondent.

DECREE OF DIVORCE

Case No: 264400932
Judge: Christine Johnson
Commissioner: Marian Ito

The Petitioner, Dominique Key, and the Respondent, Heather Pugina, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are two minor children born or adopted between the parties, to wit: J.K (born January 2019) and X.K. (born January 2019).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
3. The Petitioner is awarded sole physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then Petitioner shall exercise parent-time during the school year and Respondent shall exercise parent-time during the summer months when school is not in session.
 - a. To exercise overnight parenting time, each parent shall maintain (1) reliable transportation, including but not limited to a personal vehicle, public transportation, or ride share services, and (2) a stable and appropriate residence, defined as the parent's own home or a mutually agreed-upon family member's home. Residences shared with roommates shall not qualify.
4. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-208 with the Respondent identified as the non-custodial parent for holiday purposes.

5. Parties shall be equally responsible for parent-time travel related costs for the minor children.

6. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

CHILD SUPPORT

7. Petitioner is currently employed and has a gross monthly income of \$3,800.00 for the purposes of calculating child support.

8. Respondent is currently employed and has a gross monthly income of \$3,040.00 for the purposes of calculating child support.

9. The sole custody worksheet shall be used with the Petitioner's income set at \$3,800.00 and the Respondent's income set at \$3,040.00.

10. Pursuant to U.C.A. §81-6-101 et seq., a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$618.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's

normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1)

upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

11. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses,

the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

a. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

c. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

d. A parent 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 that

parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

12. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A 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 these provisions.

TAX EXEMPTION

13. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes. Petitioner will claim J.K. each year and Respondent will claim X.K. each year.

14. For the Respondent to claim a minor child, she must be current on all her child support expenses prior to the end of the tax year.

DEBTS AND OBLIGATIONS

15. Each party shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

16. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

PERSONAL PROPERTY

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property. Said personal property has already been divided and each party shall be awarded the property currently in their possession.

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

VEHICLES

20. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

REAL PROPERTY

21. There is no real property to divide as a result of this marriage.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS

INTERESTS

22. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

23. Each party shall be awarded the bank accounts in their respective names.

24. Each party shall be awarded the retirement and or investment accounts in their separate names free and clear from any claim by the opposing party.

LIFE INSURANCE

25. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the

individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

26. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

27. The parties shall file taxes for the 2025 tax year as each deem appropriate.

ATTORNEY'S FEES

28. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

29. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

30. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

31. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

32. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

33. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

34. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

KEY and PUGINA
PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles
 - a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
 - b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
 - c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.
2. Communication Between Parents
 - a. Primary Method: The shared notes will be the first source for information regarding:
 - i. School logins
 - ii. Boys' health insurance information
 - iii. Contact information for anyone watching the boys (for emergencies)

- iv. Updates on who the boys are with and their contact information if not in Dominique Key care
 - b. Direct Contact: Required for schedule changes (e.g., no school attendance, doctor's appointments, weekends).
 - c. Response Time: Both parents will respond to co-parenting messages within 24-48 hours unless there is an emergency..
 - d. Conflict Resolution: If a disagreement arises, both parents agree to attempt a 15–30 minute discussion before seeking outside help.
- 3. Joint Legal Decision-Making
 - a. The Parties shall jointly decide major decisions affecting the children, including:
 - i. Education and daycare
 - ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
- 4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
 - a. They may defer to the recommendations of an expert. If they still do not agree;

- b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
 - c. Agreements reached in mediation shall be reduced to writing and signed by both.
 - d. Only after a good-faith mediation attempt may a party seek Court involvement.
 - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
- 5. Day-to-Day Responsibility
 - a. The parent exercising parent-time shall make routine daily decisions.
 - b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.
- 6. Health and Emergency Provisions
 - a. Either parent may seek emergency medical care without prior approval but must notify the other parent as soon as possible.
 - b. Both parents will share medical updates (e.g., doctor's notes, medication changes, vaccinations) within 24–48 hours.
 - c. Both parents will be listed as contacts for all healthcare providers.
 - d. Staying up to date on Jaylen Medication.
- 7. Therapy

a. In the event the minor children are relocated, the parent with whom the children primarily reside following the relocation shall ensure that therapy services are arranged for J.K.

b. If clinically recommended or deemed necessary, X.K shall also receive therapy.

8. Education

a. Both parents will be listed as school contacts and have access to online school portals.

b. Both parents will be invited to attend parent–teacher meetings or will receive a summary afterward.

c. Homework will be supported consistently:

i. Xavier will complete homework separately from Jaylen to prevent answer-sharing.

9. Medical Treatment Restrictions

a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.

b. Costs must be agreed in writing before scheduling.

c. Violating parent may be denied reimbursement.

10. School Year Schedule

a. This school year Jaylen and Xavier Key are in care of Dominique Key.

b. It was agreed for Heather Pugina to move for school, and the kids be in Dominique full physical care

11. After-School Plan

- a. Check each child's backpack for homework.
- b. Xavier works separately from Jaylen.
- c. Reading and educational programs will be done at least 3x per week.

12. Travel Notice Requirements

- a. Any trip over 50 miles or overnight without the other parent requires advance notice:
 - i. 7 days for in-state travel
 - ii. 14 days for out-of-state travel
- b. An itinerary with only location, dates, and emergency contact must be provided at the time the trip is booked or at least 48 hours prior to travel.
- c. Neither parent will relocate with the boys more than 25 miles from the boys' school without written agreement or court approval.

13. Parenting Standards

- a. Each parent stays up to date on political policies having to do with DOE, Health Care.
- b. Agreement on limits of physical discipline between both parents; do not undermine the other parent's reasonable rules.
- c. Recreational screen time limit: maximum 2 hours/day.
- d. No negative comments about the other parent/partner in front of the boys.

14. Financial Contribution

- a. Each parent is responsible for their portion of:

- i. Medical care, anything not covered by the insured parent will be OOP cost for the other parent
 - ii. Therapy(once a month)
 - b. Any of the above expenses are paid out of pocket, receipt is needed prior to reimbursement of the co parent portion.
 - c. Extra-curricular activity costs must be approved before enrollment and shared equally unless otherwise agreed.
 - d. Unexpected expenses over \$75 require prior discussion (except emergencies).
15. Financial Responsibility
- a. Heather Pugina Benefits Provided:
 - i. BCBS of TX Health Ins- \$169.74 per check
 - ii. Cigna Dental Ins- \$15.19
 - iii. ABC Mouse Learning - \$60 yearly. Readability reading program \$21 per month.
 - b. Dominique: FedEx. Salary is \$190 a day
16. Participation in Activities
- a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
 - b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).
17. Contact Information

- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
18. Parent/Child Communication
- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
 - b. The children may contact either parent at any time.
 - c. A parent shall reasonably facilitate calls when requested by the children.
19. Conduct Around the Children
- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
 - b. Neither party shall discuss court matters with or in front of the children.
 - c. Neither party shall disparage the other on social media or in public.
20. Introducing New Partners
- a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive for at least six (6) months.
 - b. At least one month's notice shall be given to the other parent beforehand.
21. Shared Calendar
- a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.
22. Substance Use Restrictions
- a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the children's reach.

23. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 19th day of April 2026.

*E-signed by Wade Taylor
with permission of Dominique Key*

/s/ Dominique Key

DOMINIQUE KEY
Petitioner

APPROVED AS TO FORM this 21st day of April 2026.

*E-signed by Wade Taylor
with permission of Heather Pugina*

/s/ Heather Pugina

HEATHER PUGINA
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 17th day of April 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

DOMINIQUE KEY
Petitioner
Email: Dominiquelkey@hotmail.com

HEATHER PUGINA
Respondent
Email: Iamelyse14@icloud.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
Attorney