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

**IN THE MATTER OF THE MARRIAGE
OF:**

**DEVIN GUSTAFSON,
Petitioner,**

and

**SARA GUSTAFSON,
Respondent**

DECREE OF DIVORCE

Case No. 254300041

Judge Jared Eldridge

Commissioner Marian Ito

This matter came before this Honorable Court on Petitioner's Verified Petition for Divorce for the court to make Findings of Fact and Conclusions of Law and a Decree of Divorce based on the Stipulation on file with the Court; and the Court having entered its Findings of Fact and Conclusions of Law; and with good cause appearing **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

Jurisdiction and Grounds

1. The parties are bona fide residents of Utah County, State of Utah, and were for three months immediately prior to the filing of this action.

2. This Court's exercise of jurisdiction is proper under, among other authorities, Utah Code 78A-5-102 (general jurisdiction of district courts), Utah Code 81-4-402 (general authority of district courts respecting divorce actions), Utah Code 78B-14-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and Utah Code 78B-13-101 et seq. (the Uniform Child Custody Jurisdiction & Enforcement Act ("UCCJEA")).

3. The parties were married on May 6, 2019, in Provo, Utah, and are presently married.

4. The parties separated on or about March 23, 2025.

5. Petitioner shall be granted a divorce from Respondent on the grounds of irreconcilable differences due to unresolved marital problems, making continuation of their marriage impossible.

Provisions Relating to Minor Children

6. There has been one minor child born as issue of the marriage whose initials and date of birth are:

a. E.G. born September of 2022

7. Utah has jurisdiction over the custody and parent time issues in this case and has the authority to make an initial child custody determination pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act.

8. The minor child has resided in Utah for at least six months immediately preceding the filing of this action, and Utah is the home state. There are no cases involving the child filed or pending in any court in this State or any other state or country and Petitioner does not know of any person, not a party to these proceedings, who shall be joined.

9. Neither party receives assistance from the State of Utah and therefore the State need not be notified of this action.

Custody and Parenting plan

10. **Legal Custody.** The parties shall have joint legal custody. The parties shall handle decision making regarding the minor child as follows.

- a. Day-to-day and Emergency Decisions: Day-to-day and emergency decisions shall be made by the party who the child is with at the time. In the event of any emergency involving the child, the other party shall be notified as soon as reasonably possible.
- b. Major Decisions: The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure:
 - i. The party who becomes aware of a major decision concerning a child shall notify the other party upon becoming aware of the issue
 - j. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.
 - k. In the event the parties are unable to reach an agreement regarding the decision, they shall participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediation.

- l. If the parties are unable to reach an agreement, either party may petition the Courts to render a decision.

11. Physical Custody The parties are awarded joint physical custody of their child. Parent time shall be as the parties agree. If they cannot agree, parent time shall be as follows:

- a. Devin will have parent time every week, beginning on Tuesday at 9:00 a.m. and ending Friday at 9:00 a.m.
- b. On alternating weekends, Devin will have parent-time Saturday from 9:00 a.m. until 1:00 p.m. and Sunday from 9:00 a.m. until 1:00 p.m.

12. Right of First Refusal. If either parent is not able to provide direct care to the child for a period of 4 hours or more, they must contact the other parent and give them the option of watching the child. If they know in advance, they will be unavailable, the parent who is going to be unavailable to care for the child shall provide as much advanced notice to the other parent as is reasonably possible. If the other parent chooses to provide childcare, he or she shall respond promptly and shall be responsible for all transportation. If the other parent is not available or else does not wish to exercise the first option, then the parent who has parent time may select the child-care provider of their choice.

13. Transportation:

- a. The parties will utilize school-to-school exchanges when school is in session.
- b. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing shall be When school is not in session, the

parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing should be the Petitioner shall be the final decision maker and the Petitioner shall have the right to proceed with court action to resolve the dispute.

- c. The parties shall arrive on time and have the child ready for pickup on time. In the event of an unforeseen delay, the parent who will be late shall notify the other parent via text message at least 20 minutes before the scheduled exchange time. Notification shall include a revised estimated time of arrival.
- d. The parties may communicate during parent-time exchanges: the communication shall be limited, civil in nature, focused on the child, and focused on building a healthy coparenting relationship between the parties for the benefit of the minor child. Third parties present at parent-time exchanges shall abide by the same limitations; if they do not, they shall have the affirmative obligation to leave

14. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

15. Holidays. The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-302. Mother shall be designated the “custodial parent” for purposes of the holiday rotation.

16. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

17. Relocation: The parties will follow Utah Code §81-9-209

18. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

19. Therapy. The minor child is currently attending therapy and shall continue in therapy unless the parties discuss and agree that the minor child shall stop attending therapy. The parties shall discuss and agree on any therapy or mental healthcare treatment prior to reengaging the child with a therapist.

20. Notification of Children’s Events. Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school events, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

21. Travel.

- a. A child under the age of five (5) shall not travel unchaperoned.

- b. When the child travels with either parent overnight, all the following will be provided to the other parent at least 24 hours prior to departure
 - i. an itinerary of travel dates,
 - ii. destination(s),
 - iii. places where the child or traveling parent can be reached,
and
 - iv. the name and telephone number of an available third person
who would be knowledgeable of the child's location.
- c. In the event of travel lasting more than three days, the traveling parent must provide the notice required above at least 7 days prior to departure.
- d. In the event of any international travel, the traveling parent must provide the notice required above at least 28 days prior to departure.

22. Surrogate Childcare. Each parent shall provide all surrogate childcare providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all regularly used surrogate childcare providers.

23. Communication.

- a. The parties will discuss all parenting concerns directly and will not use their children to deliver messages.

- b. The parties will communicate with each other only about child-related issues and only in writing, such as by text message or email. All communication between the parties will be civil in nature and shall not include any threats, profanity, swearing, or name calling. Urgent communications shall be responded to as quickly as possible. The parties may call each other only if the child has a medical emergency.

24. Mutual Restraining.

- a. Neither party shall attempt, threaten, or commit domestic violence against the other party or a party's minor child. This includes physically harming, stalking, or harassing the other party or child by any means, including electronically.
- b. Neither party shall harass, annoy, or otherwise bother the other party.
- c. Neither party shall enter the other party's place of residence without express written permission.
- d. Any communication between the parties shall be civil in nature (swearing at the other party, name calling, badgering and derogatory language are never considered civil) and reasonable in time, length, and frequency. All communication shall be through text message or email only, unless agreed otherwise by the parties in writing, and shall be limited to communication related to a minor child, unless agreed otherwise by the

parties in writing. After any communication limitations have been lifted, these limitations may be reinstated upon written request of either party.

- e. Neither party shall do the following in the presence or hearing of a minor child: demean or disparage the other party, speak derogatorily about the other parent, attempt to influence a child's preference regarding custody or parent time, say or do anything that would tend to diminish the love and affection of a child for the other party, or discuss this case or any issues in this case. Neither party shall make parent time arrangements through a child.

25. Third Party Responsibility. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

26. Other.

- a. Neither party shall use corporal punishment with a child.
- b. The parties shall follow car safety laws for the child and ensure the child is properly strapped in a car seat and wearing a seat belt.
- c. The parties shall not use illegal drugs, abuse prescription drugs, or consume alcohol before or during parent-time.
- d. If either party is living with roommates, the child's door shall have a lock on it. Living situations with roommates who have been convicted of

drug related, domestic violence related, sexual, or violent crimes will not be considered suitable.

- e. The parties shall ensure that any guns or weapons in the home are secured in a childproof lock box or safe located out of the reach of the child. Both parties will legally transport any firearms in their possession.

CHILD SUPPORT AND EXPENSES

27. Child Support. Child Support shall be calculated according to Utah Code §81-6-107.

The Mother's gross monthly imputed income is \$2,946.67. The Father's gross monthly income is \$3,467. The Mother has 209 overnights and the Father has 156 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Father's monthly child support obligation shall be \$208 per month.

28. Payments. Payments shall begin the month following the signing of this Stipulation and shall be due in equal halves on the first and 15th of each month.

29. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

30. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

31. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208. Father currently provides said insurance.

- a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child'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 in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions,

deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

- c. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.
- e. If a parent remarries and his or her dependent children are 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 shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

32. Division of Accounts. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

33. Childcare Expenses. The parties shall adopt Utah Code §81-6-20, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then

reimbursement shall be made within 30 days of the receipt. The parties shall use free family care when available

34. Dependency Exemption/Tax Credit. The parties will share the dependency exemption/tax credit for the minor child. Mother shall claim for odd tax years and Father shall claim for even tax years.

35. Taxes. The parties will file married, filing jointly for tax year 2025. The parties will equally share any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

36. Alimony. Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

PROPERTY AND ASSETS

37. Real Property. The parties own no real estate.

38. Vehicles. Sara will keep the 2023 Buick Encore, which is paid off.

39. Retirement Accounts. The parties will each keep the retirement accounts in their own names, if any. Neither shall have any claim to the other's accounts, either now or in the future.

40. Cash & Savings Accounts. The parties have already divided their various cash and savings accounts. Each will keep the accounts in their own names, and any monies therein.

41. Inheritance Payback. The parties used \$2,500.00 gifted to Sara by her paternal grandfather to open a certificate of deposit at a bank. Devin has already paid Sara back \$200.00. Devin shall pay Sara \$100.00 per month over 23 months until the total amount of \$2,500.00 has been paid in full.

42. Debts. The parties have no shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

43. Personal Property. All other personal property will be divided as the parties agree.

44. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

45. Maiden Name. Sara shall have the option of restoring her name to Sara Dawn Jeffs, shall she so desire.

46. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Both parties agree, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

47. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own legal fees incurred in this action

----END OF ORDER----

SEE COURT'S ELECTRONIC SIGNATURE AT THE TOP OF THE FIRST PAGE

Approved as to Form:

Dated May 20, 2026:

/s/ Devin Gustafson

Devin Gustafson

(electronically signed by Trevor Fugate with permission)

Date: February 19, 2026

/s/ Sara Gustafson

Sara Gustafson

(electronically signed by Trevor Fugate with permission)

Date: February 19, 2026

CERTIFICATE OF SERVICE

On the 14th day of May 2026, I hereby certify that I caused the foregoing document to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Emily Walter
960 S Main Street
Salt Lake City, UT 84101 Email:
ewalter@utahlegalservices.org
Attorney for Respondent

☐ U.S. mail, first-class, postage prepaid
☐ Facsimile
☒ Electronic Filing
☐ Hand Delivery
☐ Overnight courier
☐ Email

/s/ Summer Young

SUMMER YOUNG
Paralegal