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Attorney for Petitioner

IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

In the matter of the marriage of: COURTNEY HIGGINS, Petitioner, and CURTIS HIGGINS, Respondent.	DECREE OF DIVORCE Case No. 264401995 Judge Kasey Wright Commissioner Marian Ito
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

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.

JURISDICTION

1. Courtney and Curtis are currently residents of Utah County, State of Utah, and have been for at least three (3) months prior to the commencement of this action.

2. The parties were married on April 14, 2018, in Salt Lake County, Utah, and have since remained husband and wife.

3. The parties separated on February 1, 2026.

GROUND FOR DIVORCE

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

CHILD CUSTODY AND PARENTING PLAN

5. The parties have one minor child together: MH (born May 23, 2019).

6. Pursuant to Utah Rule of Civil Procedure 100, the parties are unaware of any pending proceedings related to the child support, parent time, or custody of the parties' minor child.

7. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the child has resided in the State of Utah for at least six months prior to the commencement of this action.

8. The parties completed the divorce education and orientation courses.

PERSONAL AND REAL PROPERTY

9. During the marriage, the parties acquired certain items of personal property. The parties' items of personal property shall be divided equitably between the parties within 30 days of entry of the Decree of Divorce. If they are unable to agree to an equitable division, they shall attend mediation.

10. The parties shall be awarded the bank accounts in their respective names. Any joint bank accounts shall be closed after the balances have been equally divided.

11. There are no retirement accounts to divide.

12. Courtney shall be awarded the 2017 Nissan Rogue free of any claim of Curtis. Curtis shall be awarded the 2016 Dodge Ram free of any claim of Courtney. Within 90 days of the Decree of Divorce, any loans on either vehicle shall be refinanced solely into the name of the party who is awarded the vehicle.

13. The parties own the real property located at 7196 N Brook Ridge, Eagle Mountain UT 84005 (the "home"). The parties agree that there is \$200,000 in equity in the home for purposes of this Agreement. Within 90 days of entry of the Decree of Divorce, the parties agree to sell the home to Leslie and Jason Fagenbush. Upon sale of the home, Curtis shall be paid \$100,000 as his one-half of the equity in the home. The remaining equity shall be awarded to Courtney. Possession of the home and payment of the equity to Courtney will be determined by separate agreement between Courtney and Leslie and Jason Fagenbush.

ALLOCATION OF MARITAL DEBTS 14. Other than the automobile loan and mortgage that are addressed in the previous section, there is no marital debt to divide other than how it has already been divided in the above

allocation.

15. Notwithstanding the foregoing, each party shall pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

16. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

17. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

18. The expenses and debts which are ordered to pay, herein, shall be considered to be "in the nature of family support" for bankruptcy purposes.

PHYSICAL AND LEGAL CUSTODY

19. Parent time shall be as the parties agree. If the parties are unable to agree, parent time shall be in accordance with the schedule set forth below:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mom	Mom	Mom	Mom	Dad	Dad	Dad
Dad	Mom	Mom	Mom	Dad	Mom	Mom

20. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann. §81-9-303, as set forth herein:

a. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

c. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day;
- ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;
- vi. extended parent-time; and
- v. the schedule for weekday or weekend parent-time.

d. Unless the parties agree otherwise, holiday parent time shall be

according to the following schedule:

HOLIDAY	HOLIDAY TIME PERIOD	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the	Even years	Odd years

	holiday. Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.	Even years	Odd years

	Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	Holiday begins at 7:00 p.m. on the night before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	Holiday begins at 7:00 p.m. on the night before Father's Day. Holiday ends on Father's Day at 8:30 p.m.	All years	
Juneteenth National Freedom Day	(1) Holiday begins on Friday at 5:30 p.m. and ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day.(2) Holiday	Even years	Odd years

	begins on Sunday at 8:30 p.m. and ends on Tuesday at 8:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day.(3) Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day and ends at 8:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.		
Independence Day	Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.	Odd years	Even years

Pioneer Day	Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends: upon delivering the child to school on the day following the end of fall break; or at	Odd years	Even years

	8 a.m. on the day following the end of fall break if there is no school.		
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends: upon delivering the child to	Even years	Odd years

	school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. Holiday ends upon delivering the child to school on	Even years	Odd years

	the day that school resumes after the winter break.		
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

21. The parties shall be awarded joint legal custody of the minor child. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their child. The major decisions concerning their child's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of the parties. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

22. Regarding educational decisions, Courtney shall be considered the residential parent for purposes of determining where the child attends school.

PARENTING PLAN

23. Unless otherwise agreed upon, the receiving parent will provide transportation of the child.

24. If either party moves more than 150 miles from the other, the parties

will be bound by the notice requirements of U.C.A. §81-9-209.

25. The parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes on the date of the exchange.

26. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

27. When the child travels with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the child's location. The parent taking the child on trips or vacation will be responsible for all costs associated with the travel.

28. The parties shall take affirmative steps to share school activity information concerning their child with each other on a frequent basis. The parties shall, within reason and where one party may not be aware of these things, notify each other of any school programs, extracurricular activities, and any sporting events their child may be involved in.

29. Special consideration shall be given by each parent to make the child

available to attend family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

30. The parties shall not make disparaging remarks to one another or to their child about one another in the child's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using drugs or drinking to intoxication during parent time. Both parties are mutually restrained from harassing or threatening the other party. To the extent possible, neither party shall permit any third party to do any of the above either.

31. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future should an emergency arise which would make formal negotiation impractical.

32. Each party shall mutually assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within

30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

33. The parties shall abide by U.C.A. §81-6-208 and shall secure and maintain health insurance for the child. The premium expenses for the child shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

34. The parties shall share equally all reasonably necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. The party who incurs medical or dental expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor child as indicated.

35. If, at any point in time, the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Curtis shall be primary coverage for the dependent child and health, hospital, or dental insurance plan of Courtney shall be the

secondary coverage for the dependent child. If either parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent child.

36. The parties shall adopt U.C.A. §81-6-209, and each parent shall share reasonable work-related childcare expenses for the minor child.

37. Beginning with the 2026 tax year, Courtney will claim the children for tax purposes in even-numbered tax years, and Curtis will claim the children in odd-numbered tax years. A party's ability to claim the child for tax purposes shall be conditional on being current on child support obligation by December 31st of the tax year in which they desires to claim the child; if they are not current by December 31st of the tax year in which they desire to claim the child, the other party will claim the children.

CHILD SUPPORT

38. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq.

39. Courtney is employed and shall be imputed an income of \$3,287 per month for child support purposes.

40. Curtis is employed and earns \$6,873 per month for child support

purposes.

41. Based on the forgoing incomes, and a sole physical custody worksheet, Curtis shall pay Courtney \$515 per month in child support, effective July 1, 2026.

42. Curtis shall pay Courtney an upward deviation of \$85 per month in child support so the total amount in child support each month is \$600. The parties agree that this amount is in the child's best interest and is further justified by Courtney's waiver of a potential alimony claim against Curtis.

43. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

44. The child support is payable one-half on the 5th day of each month, and the other half on the 20th of each month.

MISCELLANEOUS PROVISIONS 45. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Divorce.

46. If either party must pursue legal action to receive timely and complete payment or reimbursement from the other party as required in the decree, the party pursuing legal action shall be entitled to an award of

attorney's fees and the delinquent payments or reimbursements shall be due with interest.

47. The parties are duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

Approved as to form:

/s/ Curtis Higgins

Curtis Higgins

Respondent

Signed with permission via July 30, 2026, email

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 29, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Curtis Higgins

curtis.higgins23@gmail.com
Respondent

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Petitioner