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IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH
800 West State Street, PO Box 769, Farmington, UT 84025

In the Matter of the Marriage of:

GABRIELLE YOUNG POPHIGGINS,

Petitioner

and

IAN HENRY POPHIGGINS,

Respondent.

**JUDGMENT AND DECREE OF
DIVORCE**

Case No. 264700541
Judge: Jennifer Valencia
Commissioner: Julie Winkler

The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, orders as follows:

1. Three-month Residency. Gabrielle PopHiggins was a bona fide resident of Davis County, State of Utah, on the date this action was filed and for at least three months immediately prior to the filing of this action.
2. Marriage. The parties were married on February 8, 2025, in Murray, Salt Lake County, UT and are presently married.
3. Separation. The parties separated on February 24, 2026.

4. Grounds. During the course of the marriage, the parties have experienced difficulties related to domestic violence that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

5. Protective Order. There is a Protective Order in effect between the parties (Case No. 261000060) which shall remain in full force and effect throughout this action and after the entry of the Decree. No provision in this action shall be construed as dismissing the protective order action.

6. Children. The parties are the legal mother and legal father of the following child under Utah's Uniform Parentage Act, Utah Code Title 81 Chapter 5 *et seq.*, thus, this court has jurisdiction to determine the issues related to the child. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the minor child are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of minor child are as follows:

a. HRP, born in December of 2025

7. Child's Residency. The parties' minor child resided in the State of Utah for at least six (6) months immediately prior to the filing of this action and Utah is the home state for the child.

8. Other Proceedings. Gabrielle PopHiggins informs the court of the following proceedings which have been filed, or are pending, or have been completed with an order, as required by Utah Code 81-11-209. Other than the proceedings listed below, Gabrielle PopHiggins is not aware of any criminal, delinquency, protective order, enforcement, or other civil proceedings that involve custody, child support, parent-time or visitation of a

minor child of the parties.

- a. a protective order case in the 2nd District Court before Judge Brian Brower, Case #261000060.
- b. a criminal case in the Second District Court before Judge Brian Brower, Case #261000060.
- c. a criminal case in the Second District Court before Judge Blaine Rawson, Case #261700400.

9. Legal Custody. It is in the best interest of the parties' minor child that the Court award legal custody as follows: Gabrielle PopHiggins shall be awarded sole legal custody.

10. Physical Custody. It is in the best interest of the parties' minor child that the Court award physical custody as follows: Gabrielle PopHiggins shall be awarded sole physical custody subject to Ian PopHiggins's right to parent-time.

11. Parent-time. Ian PopHiggins's parent-time shall be as the parties agree. If the parties cannot agree, the following schedule, along with any restrictions listed in the parenting plan, shall be considered the minimum parent-time to which the non-custodial parent and the minor child shall be entitled:

FOR CHILDREN UNDER 5 MONTHS OF AGE:

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| Weekly: | Three two-hour visits to take place in the custodial home, an established childcare setting, or another environment familiar to the child unless the parents agree otherwise.- |
| Holiday Parent-time: | A two-hour visit on each holiday allocated to the noncustodial parent as indicated on the HOLIDAY SCHEDULE below, with the visit to occur on the actual day of the holiday and to take place in the custodial home, an established childcare setting, or another environment familiar to the child |

unless the parents agree otherwise. In the case of Spring Break, Fall Break, or Winter Break, “the day before school resumes” shall be considered the actual day of the holiday. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

- Weekly: Three three-hour visits to take place in the custodial home, an established childcare setting, or another environment familiar to the child unless the parents agree otherwise.-
- Holiday Parent-time: A two-hour visit on each holiday allocated to the noncustodial parent as indicated on the HOLIDAY SCHEDULE below, with the visit to occur on the actual day of the holiday and to take place in the custodial home, an established childcare setting, or another environment familiar to the child unless the parents agree otherwise. In the case of Spring Break, Fall Break, or Winter Break, “the day before school resumes” shall be considered the actual day of the holiday. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

- Weekly: One 8-hour visit and one 3-hour visit
- Holiday Parent-time: One 8-hour visit on each holiday allocated to the noncustodial parent as indicated on the HOLIDAY SCHEDULE below, with the visit to occur on the actual day of the holiday, unless the parties agree otherwise. In the case of Spring Break, Fall Break, or Winter Break, “the day before school resumes” shall be considered the actual day of the holiday. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.
- Electronic Communication/
Virtual Parent-time: At least two times per week, at reasonable hours and for a reasonable duration. This may be brief telephone contact and/or virtual parent-time if the equipment is reasonably available and the parents reside at least 100 miles apart.

FOR CHILDREN 12 MONTHS TO UNDER 18 MONTHS OF AGE:

- Weekly: One 3-hour visit each week, and a longer visit which shall alternate each week between an eight-hour visit or an overnight visit beginning at 6 p.m. on

Friday and ending at noon on Saturday.

Holiday Parent-time: One 8-hour visit on each holiday allocated to the noncustodial parent as indicated on the HOLIDAY SCHEDULE below, with the visit to occur on the actual day of the holiday, unless the parties agree otherwise. In the case of Spring Break, Fall Break, or Winter Break, “the day before school resumes” shall be considered the actual day of the holiday. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.

**Electronic Communication/
Virtual Parent-time:** At least two times per week, at reasonable hours and for a reasonable duration. This may be brief telephone contact and/or virtual parent-time if the equipment is reasonably available and the parents reside at least 100 miles apart.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek visit (each week): One weekday evening between 5:30 p.m. - 8:30 p.m. However, if the child is being cared for during the day outside of his regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return him to the custodial parent by 8:30 p.m.

The noncustodial parent or the Court shall designate which day the weekday visit shall occur on. However, once the weekday is designated, it may not be changed except by mutual written agreement of the parents, a court order, or in the event of a change in the child’s schedule.

Weekend visit (every other weekend): Every other weekend, from 6:00 p.m. on Friday until 7:00 p.m. Sunday
Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent:

- a. One week shall be uninterrupted time for the non-custodial parent;
- b. the remaining week shall be subject to midweek parent-time for the custodial parent from 5:30 p.m. (or at any earlier time if the child is being cared for by a nonparent caregiver outside the regular place of residence) until 8:30 p.m. on the midweek day ordinarily exercised by the noncustodial parent.

- c. the custodial parent is also entitled to a one-week period of uninterrupted time for vacation.

Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days in advance to the other parent. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent.

Electronic Communication/ Virtual Parent-time:	At least two times per week, at reasonable hours and for a reasonable duration. This may be brief telephone contact and/or virtual parent-time if the equipment is reasonably available and the parents reside at least 100 miles apart.
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FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE:

Midweek visit (each week):	One weekday evening between 5:30 p.m. - 8:30 p.m. However, if the child is being cared for during the day outside of his regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return him to the custodial parent by 8:30 p.m.
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The noncustodial parent or the Court shall designate which day the weekday visit shall occur on. However, once the weekday is designated, it may not be changed except by mutual written agreement of the parents, a court order, or in the event of a change in the child's schedule.

Weekend visit (every other weekend):	Every other weekend, from 6:00 p.m. on Friday until 7:00 p.m. Sunday. Alternating weekend parent-time shall begin the first weekend after the entry of the decree.
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Holiday Parent-time:	Holidays as specified below in the HOLIDAY SCHEDULE. Any days in the HOLIDAY SCHEDULE based upon a school schedule shall be determined based upon the school the child would attend if the child were school age.
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Extended Parent-time:	Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent: a. One two-week period shall be uninterrupted time for the non-custodial parent; d. the remaining two-week period shall be subject to midweek parent-time for the custodial parent from 5:30 p.m. (or at any earlier time if the child is being cared for by a nonparent caregiver outside the regular place of residence) until 8:30 p.m. on the midweek day ordinarily exercised by the noncustodial parent. e. the custodial parent is entitled to a one-week period of uninterrupted
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time for vacation.

Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days in advance to the other parent. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent.

Electronic
Communication/
Virtual Parent-time:

At least two times per week, at reasonable hours and for a reasonable duration. This may be brief telephone contact and/or virtual parent-time if the equipment is reasonably available and the parents reside at least 100 miles apart.

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE:

Midweek visit (each
week):

During the time a children's school is in session, one weekday evening to be specified by the non-custodial parent or the court, or Wednesday evening if not specified, from 5:30 p.m.- 8:30 p.m.; or, at the election of the non-custodial parent, one weekday from the time the children's school is regularly dismissed until 8:30 p.m.

During the time a children's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the non-custodial parent is available to be with the children.

The noncustodial parent or the Court shall designate which day the weekday visit shall occur on. However, once the weekday is designated, it may not be changed except by mutual written agreement of the parents, a court order, or in the event of a change in the child's schedule.

Weekend visit (every
other weekend):

Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

During the time a children's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a children's school is regularly dismissed on Friday until 7:00 p.m. on Sunday, continuing each year.

During the time a children's school is not in session a non-custodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 7:00 p.m. on Sunday, if the non-custodial parent is available to be with the children.

Weekends include any "snow" days, teacher development days, or other days

when school is not scheduled and which are contiguous to the weekend period.

A step-parent, grandparent, or other responsible adult designated by the non-custodial parent, may pick up the children if the custodial parent is aware of the identity of the individual, and the parent will be with the children by 7 p.m.

Weekend parent-time elections shall be made by the non-custodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the non-custodial parent in the event of a change in the children's schedule.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent, including weekends normally exercised by the non-custodial parent, but not holidays;

- b. two weeks shall be uninterrupted time for the non-custodial parent;
- c. the remaining two weeks shall be subject to midweek parent-time for the custodial parent (from the time the children's school is regularly dismissed until 8:30 p.m. on the midweek elected by the custodial parent) and holidays exercised by the custodial parent; and
- d. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session, for purposes of vacation.

Both parents shall provide notification of extended parent-time or vacation weeks with the children. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1 and the custodial parent shall provide notice to the noncustodial parent by May 15. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1 and the noncustodial parent shall provide notice to the custodial parent by May 15.

If a parent fails to provide notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

If a noncustodial parent provides notice to the custodial parent of their intended extended parent-time schedule, including their two weeks of interrupted parent-time, the custodial parent shall give notice within 10 days

if they intend to exercise any midweek parent-time or holiday parent-time during the noncustodial parent's two weeks of interrupted extended parent-time.

Electronic
Communication/
Virtual Parent-time:

Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

HOLIDAY SCHEDULE

The noncustodial parent is entitled to the holidays listed below under "Schedule A" on Odd numbered years, and the holidays listed below under "Schedule B" on Even numbered years.

The custodial parent is entitled to the holidays listed below under "Schedule A" on Even numbered years, and the holidays listed below under "Schedule B" on Odd numbered years.

Schedule A

Even years: custodial parent's holidays.
Odd years: noncustodial parent's holidays.

Schedule B

Even years: noncustodial parent's holidays.
Odd years: custodial parent's holidays.

Child's Birthday - on the day before or after the actual birth date from 3 p.m. to 9 p.m.

Child's Birthday - on the actual birth date from 3 p.m. to 9 p.m.

Note: A parent exercising parent-time on a child's birthday may take other siblings along for the birthday, if the parent so chooses.

Martin Luther King, Jr. – beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes.

President's Day – beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes.

Spring Break - from 6 p.m. on the day school lets out for Spring Break until 7 p.m. on the day before school resumes.

Memorial Day - beginning Friday (at 9 a.m. if school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes.

Independence Day - beginning 6 p.m. on July 3rd until July 5th at 6 p.m.

Juneteenth National Freedom Day – beginning 6 p.m. on the day before the holiday so long as the day before the holiday is not Father's Day. If the day before the holiday is Father's Day, beginning 9 a.m. on the holiday. Ending 6 p.m. on the day following the holiday.

Labor Day - beginning Friday (at 9 a.m. if

Pioneer Day - beginning 6 p.m. on July 23rd

school is not in session and the parent can be with the child or at the time school is regularly dismissed, or at 6 p.m.) until 7pm on the day before school resumes.

Fall School Break – (if applicable, commonly known as U.E.A. weekend) beginning at 6 p.m. on the day that school lets out for fall break until 7 p.m. on the day before school resumes.

Veterans Day - beginning 6 p.m. the previous day until 7 p.m. on the holiday.

Winter Break (first half)-
Beginning 6 p.m., or the time school is regularly dismissed, at the election of the parent granted the holiday, until December 27th at 7 p.m.

Father's Day: with natural or adoptive father every year from 9 a.m. to 7 p.m. on holiday.

Mother's Day: with natural or adoptive mother every year from 9 a.m. to 7 p.m. on holiday.

until July 25th at 6 p.m.

Columbus Day- beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday.

Halloween – (on October 31 or the day Halloween is traditionally celebrated in the local community) from after school (or 4 p.m. if no school) until 9 p.m.

Thanksgiving - beginning Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving, at the election of the parent granted the holiday, until 7 p.m. on the day before school resumes.

Winter Break (second half)- beginning December 27th at 7 p.m. until 7 p.m. on the day before school resumes.

The following provisions apply to Holiday Parent-time:

- a. Holidays take precedence over weekend parent-time.
- b. Changes may not be made to the parent-time schedule. However, 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:
 - a. Mother's Day and Father's Day take precedence over any other parent-time.
 - b. Children's Birthdays take precedence over any parent-time listed below, except a parent exercising uninterrupted time who

is taking the children away from that parent's residence for the uninterrupted extended parent-time.

c. Other holidays (not including those listed above) take precedence over extended parent-time and regular weekday or weekend parent-time

d. Extended parent-time takes precedence over regular weekday or weekend parent-time

c. Other Included Days:

a. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.

b. When one or more children is school-age, holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period.

c. During the time a child's school is in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend.

d. During the time a child's school is not in session, at the election of the non-custodial parent, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's work schedule, the first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the non-custodial parent is available to be with the child.

d. School Attendance: If a holiday falls on a regular scheduled school day, the non-custodial parent shall be responsible for ensuring the children's attendance at school for that school day.

e. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening

that all children's schools are let out for the holiday and ending the evening before any child returns to school.

f. An election shall be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

g. An election required to be made by either parent concerning parent-time (regular or holiday) shall be made a part of the decree and made a part of the parent-time order.

h. When interpreting the holiday schedule for a single child under the age of 5, all days shall be considered days when school is not in session.

12. Parenting Plan. The following shall apply unless both parties agree otherwise.

a. Scheduling Parent-time:

i. If, at any time, parent-time is supervised or no overnight parent-time is allowed, all parent-time shall occur between 9:00 a.m. and 9:00 p.m.

ii. Parent-time schedules that are mutually agreed upon by both parents are preferable to a court-imposed solution, and the parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.

iii. If the schedules of Utah Code 81-9-302 and 81-9-304 are being followed for parent time, and a child is on a different parent-time schedule than a sibling only due to difference in age, the parents shall use the

parent-time schedule for the oldest child so that parent-time is uniform between all children.

- iv. When parent-time has not taken place for an extended period of time and a child lacks an appropriate bond with the non-custodial parent, parent-time with the non-custodial parent shall be gradually reintroduced, to reduce possible adverse effects on the child.
- v. Regular school hours shall not be interrupted for a school-age child for the exercise of parent-time by either parent unless both parties agree in writing.
- vi. Special consideration shall be given by each parent to make the child 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 parent-time schedule.
- vii. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the children on the religious holiday.
- viii. The non-custodial parent shall give at least 48 hours' notice of intent to exercise parent time and of any suggested changes to the parent

time schedule in the following situations:

1. When the noncustodial parent has not been regularly exercising all available parent-time, but now wishes to exercise more or all available time.
 2. When the noncustodial parent intends to return the child prior to the scheduled exchange. In this case, if the custodial parent is not available to exchange early, the noncustodial parent shall arrange for child-care until the exchange can occur as scheduled.
- ix. Changes: Elections shall be made by the non-custodial parent at the time of the divorce decree or court order, and may only be changed by mutual agreement, court order, or by the non-custodial parent in the event of a change in a child's schedule.

b. Information Access:

- i. The non-custodial parent shall be entitled to attend and participate fully in all significant school, social, sports, and community functions in which a child is participating or being honored, for which parental attendance and participation is appropriate.
- ii. The non-custodial parent shall be responsible for arranging to receive notice directly of any school, social, sports, and community functions in which a child is participating or being honored. When it is not possible for the non-custodial parent to arrange to receive notice directly, the custodial parent shall make information related to these functions available to the non-custodial parent. The custodial parent may do this by any reasonable method, including by storing this information in an

electronic format or location to which the non-custodial parent has access.

iii. The non-custodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.

c. Virtual Parent-time:

i. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications between the other parent and the child in the form of mail privileges and virtual parent-time, if the equipment is reasonably available.

ii. Virtual parent time shall supplement, not replace, in-person parent-time. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a non-custodial parent and a child or between a child and the custodial parent when the child is staying with the noncustodial parent.

iii. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time, and any other factors the court considers material.

d. Travel:

- i. A child under the age of five (5) shall not travel unchaperoned.
- ii. For emergency purposes, whenever there is nonroutine travel with a child, all of the following will be provided to the other parent:
 - 1. an itinerary of travel dates,
 - 2. destinations,
 - 3. places where the child or traveling parent can be reached, and
 - 4. the name and telephone number of an available third person who would be knowledgeable of the children's location.

e. Childcare:

- i. Parental care shall be presumed to be better care for a child than surrogate care.
 - ii. Childcare arrangements existing during the parties' relationship are preferred, as are childcare arrangements with nominal or no charge.
 - iii. 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.
- f. Parent-time Exchanges. Parent-time exchanges shall be as follows, unless the parties agree otherwise in writing:

- i. Gabrielle PopHiggins may elect to be responsible for all

transportation for parent-time, including associated costs. If, at any time, Gabrielle PopHiggins no longer wishes to be responsible for all transportation, Gabrielle PopHiggins shall give 7 days' notice. Thereafter, Ian PopHiggins shall be responsible for picking up the children for parent-time and Gabrielle PopHiggins shall be responsible for picking up the children at the end of parent-time, unless Gabrielle PopHiggins again elects to be responsible for all transportation.

- ii. Parent-time exchanges shall occur as parties agreed.
- iii. Parent-time exchanges shall be "curbside" whenever possible, meaning that each party remains within an arm's length of their respective vehicle or home during the exchange.
- iv. To avoid contact between the parties, Gabrielle PopHiggins may arrange for a third party to facilitate transportation for parent-time exchanges.
- v. Pick up Person: A step-parent, grandparent, or other responsible individual designated by the retrieving parent, may pick up a child if the other parent is aware of the identity of the individual, and the retrieving parent will be with the child within 3 hours of pickup.

g. Other:

- i. Neither parent-time nor child support is to be withheld due to

either parent's failure to comply with a court-ordered parent-time schedule.

- ii. Each parent shall notify the other parent immediately in the event of a medical emergency.
- iii. Each parent shall provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change. A parent may safeguard this information when reasonably necessary to prevent domestic violence.
- iv. A parent may provide the child with a cell phone or watch which may have text and/or calling capability and, if both parents agree, may have internet capabilities. Neither parent shall take away a child's cell phone/watch without notifying the other parent.
- v. Unless the parties agree otherwise, the child shall be permitted to reach out to a therapist, medical professional, or other mental health professional at any time.
- vi. Neither party shall use corporal punishment with a child.
- vii. A parent shall immediately notify the other parent if the parent resides with an individual or provides an individual with access to the child when the parent knows that the individual is required to register as a sex offender, kidnap offender, or child abuse offender, or knows that the individual has been convicted of a child abuse offense, sexual offense against a child, an offense for kidnapping or human trafficking of a child,

a sexual exploitation offense against a child, or any offense that is substantially similar to one of the above.

13. Relocation. If either party moves more than 150 miles from the other parent, the moving parent shall provide 60 days' advance written notice of the intended relocation to the other parent. A moving parent who fails to comply with the notice of relocation shall be in contempt of the Court's order. The written notice of relocation shall contain statements affirming that:

- a. The parent-time provisions in Utah Code 81-9-209 or a schedule approved by both parties will be followed, and
- b. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

14. Divorce Education. Each party shall complete the Divorce Education course and Divorce Orientation course as required by law unless this requirement is waived by the Court. Information and course schedules may be obtained online at <https://www.utcourts.gov/specproj/dived/>.

15. Gabrielle PopHiggins's Income.

- a. Gabrielle PopHiggins is not employed but capable of working, and based upon past work experience, shall be imputed a gross monthly income of \$1,257.
- b. Gabrielle PopHiggins is the primary caregiver for the parties' minor child and the reasonable costs of childcare would approach the amount of income Gabrielle PopHiggins could earn.

16. Ian PopHiggins's Income.

a. Ian PopHiggins is incarcerated, unable to work, and shall not be imputed income. However, upon release, Ian PopHiggins is capable of working, and based upon the factors of 81-6-203(6)(b), shall be imputed a gross monthly income of \$1257.

17. Child Support. Pursuant to Utah Code 81-6-201 *et seq.*, Ian PopHiggins shall be ordered to pay child support to Gabrielle PopHiggins as follows:

a. A sum of not less than \$74 per month base support in compliance with the Uniform Child Support Guidelines. Ian PopHiggins is currently incarcerated. However, upon release, Ian PopHiggins's child support obligation shall be automatically adjusted, and beginning the first day of the month after release, Ian PopHiggins shall be ordered to pay a sum of not less than \$75 per month base support in compliance with the Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child shall terminate at the time (1) 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, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-102 and seq.

c. Child support arrearages shall be deemed to have begun the month after the parties separated. If an administrative or judicial order was in place during any month in which child support arrearages are being calculated, the child support amount shall align with the amount of that order. However, if no order was in place for a certain month, the child support amount for that month shall be

\$74 for purposes of calculating arrearages.

d. Current child support shall begin the month immediately following the entry of an order for child support.

e. The monthly child support shall be due on the 1st day of each month.

f. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments are to be sent elsewhere.

g. Each of the parties is under mutual obligation to notify the other within 14 days of any change in monthly income that would impact the calculation of child support.

h. If a party's income changes prior to the entry of a final order in this matter, and the result is that Ian PopHiggins's child support obligation shall remain the same or decrease under the Uniform Child Support Guidelines, Gabrielle PopHiggins shall be permitted to submit corrected income information and child

support calculations to the Court without notice to, or approval of, the Ian PopHiggins.

i. The sole custody worksheet was used to calculate child support in this matter.

j. Child support services, such as enforcement or other services under Part IV of the Social Security Act, 42 U.S.C., Section 601*et seq.*, have not been provided on behalf of a child who is a subject of this action.

k. Change In Physical Living Arrangements of Child:

i. If the physical living arrangements of a child change from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 81-6-205, any parent with whom the child is not residing is required to pay child support to whomever the child is residing with. Gabrielle PopHiggins's base child support obligation would be \$30 per month. Ian PopHiggins's base child support obligation would be \$74 per month. Upon release from incarceration, Ian PopHiggins's base child support obligation would be \$75. Any parent with whom the child is not residing shall automatically begin paying this base support obligation amount without the need to modify this child support order.

l. Modification or Adjustment:

i. Under Utah Code 81-6-212, the parties have a right to adjust this child support order by motion after three years from the date of its entry or last modification if, upon review, there is a difference of 10% or more between the ordered child support amount and the new amount of child support (under the Utah child support guidelines, calculated using the appropriate child support worksheet) and the difference is not of a temporary nature. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

- ii. Under Utah Code 81-6-212, 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, which may include: (1) material changes in custody, (2) material changes in the relative wealth or assets of the parties, (3) material changes of 30% or more in the income of a parent, (4) material changes in the employment potential and ability of a parent to earn, (5) material changes in the medical needs of the child, or (6) material changes in the legal responsibilities of either parent for the support of others. The substantial change must not be of a temporary nature and must result in a difference of 15% or more between the ordered child support amount and the new child support amount, calculated using the appropriate child support worksheet.

18. Taxes.

- a. Gabrielle PopHiggins shall be entitled to claim the parties' child as dependent for tax purposes in all years.
- b. If a party is entitled to claim a child as dependent for tax purposes for a given year, but will not be doing so, they shall inform the other parent as soon as reasonably possible, and the other parent may claim the child.

19. Child Health and Dental Insurance.

- a. Both parents shall provide health care coverage for the medical expenses of a minor child as defined in 81-6-101. If insurance for a child's medical and/or dental expenses is available or becomes available to either parent at reasonable cost, the parent(s) shall be responsible for maintaining insurance for each dependent child.
- b. If at any point both parents maintain insurance for a dependent child, the insurance plan of Gabrielle PopHiggins shall be primary coverage for the

dependent child and the health, hospital, or dental insurance plan of the Ian PopHiggins shall be secondary coverage for the dependent child. If a parent remarries and their 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 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 child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance, calculated in accordance with 81-6-208(9) ("The premium expense for a child 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").

d. Both parents shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. The party to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification.

g. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

h. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.

20. Childcare Expenses. Pursuant to Utah Code 81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

b. The party not directly paying for childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the

expenses if the party incurring and/or paying for the expenses fails to comply with this order.

21. Personal Property. The parties acquired personal property during the marriage. This property has already been divided and shall be awarded as currently held by the parties.

22. Debts. The parties acquired debts during the marriage. Each party shall notify respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein along with his or her current address. Each party shall be ordered to assume and pay debts assigned to them as listed below. For any debts which are assigned to both parties, each party shall be ordered to assume and pay one-half of the amount owed on the debt as of February 24, 2026. Any debt incurred after February 24, 2026, shall be the responsibility of the party who incurred the debt unless specified otherwise below. The party assuming responsibility for a debt shall be ordered to hold the other party harmless from liability for that debt. If any other debts exist, each debt shall be the responsibility of the party incurring the debt.

Creditor	Type of Debt	Account Ending In	To Be Assumed By
Dollar loan center	Loan Debt		Ian PopHiggins

23. Real Property. The parties have no real property that is marital property, or which is necessary to address in this case.

24. Spousal Support. Neither party shall be awarded spousal support now or in the future.

25. Retirement Funds. The parties have no retirement funds.

26. Rule 26.1. The parties shall comply with Rule 26.1 of the Rules of Civil

Procedure. Compliance with this rule includes, but is not limited to, disclosure of a complete Financial Declaration. The Financial Declaration, along with required attachments, shall be delivered to all other parties (or the other party's attorney) within fourteen (14) days after the first Answer is filed by a responding party.

27. Notice to Creditors/Providers Regarding Payment of Children's Medical

Expenses: Pursuant to Utah Code 15-4-6.7(1), having received a copy of a court order or administrative order providing for payment of children's medical or dental expenses, a provider shall, upon request from either parent, separately bill each parent for his/her share of the medical or dental expenses that the parent is required to pay under the order. If one parent has paid in full the share of the medical or dental expenses that he/she is required to pay under the order, a provider/creditor may not, within 30 days after the date on which the medical or dental service is rendered, make a claim for unpaid medical or dental expenses against that parent, and may not, within 30 days after the date on which the medical or dental service is rendered, make a negative credit report under Section 70C-7-107 or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding that parent.

28. Notice to Creditors/Providers Regarding Payment of Children's School Fees:

Pursuant to Utah Code 15-4-6.7(2), a provider who receives a copy of a court order providing for the payment of school fees of a minor child before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is

required to pay under the order. A provider who receives a copy of the order (regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee) may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a minor child's school fee regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

29. Notice to Creditors Regarding Joint Debts: Pursuant to Utah Code 15-4-6.5, a creditor, having received a copy of a court order giving notice that joint debtors are divorced, and having been expressly advised of the separate current addresses of the debtors, shall provide copies of all statements, notices, and other similar correspondence (required by law or by the contract) to both debtors individually. If a party is not ordered by the court to make payments on a joint obligation, no negative credit report under Utah Code 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served with this notice, until all of the following have occurred:

- a. the creditor has made a demand on the party who is ordered by the court to make payments on the joint obligation,
- b. the party who is ordered by the court to make payments on the joint

obligation has failed to pay, and

c. the creditor has made a demand on the party who is not ordered by the court to make payments.

30. Duty to Sign Documents which Implement Decree of Divorce. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. If a party fails to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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.

31. Mediation Required Prior to Modification. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

32. Mutual Restraining Orders. Unless the parties agree otherwise in writing, the following shall apply:

- 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 enter the other party's place of residence without express written permission.

- c. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.
- d. Neither party shall distribute the other party's image or personal information.
- e. Neither party shall use the other party's name, likeness, image, or identification to conduct any sort of transaction, make any type of agreement or contract, open an account for service, or obtain a service.
- f. 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.
- g. Neither party shall do the following in the presence or hearing of a minor child: demean or disparage the other party, 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 involve a child in the issues of the custody case. Neither party shall make parent time arrangements through a child. Each party has a duty to use their best efforts to prevent third

parties from doing what the parties themselves are prohibited from doing under this paragraph and must remove the child from those third parties if necessary.

33. Attorney Fees and Other Costs. If Ian PopHiggins does not contest the contents of this Petition, each party shall pay their own attorney fees. If Ian PopHiggins does contest any issue in this case, they shall be responsible and liable for Gabrielle PopHiggins's attorney's fees, service fees, and court costs incurred as a result of this action.

-----**END OF ORDER**-----

*****Signed by the Court electronically as indicated at the top of the first page. *****

CERTIFICATE OF NOTICE; RULE 7(j)(b)(5)

Pursuant to Utah Rules of Civil Procedure 7(j), notice of objections as to form must be submitted to the Court and to each party within seven (7) days after service of this notice. Should no objections to the proposed form be submitted to the Court and to each party within 7 days after service, the foregoing shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I delivered a true and correct copy of the foregoing to the following individual(s) on the date and in the manner indicated:

Respondent
Ian Henry Pop Higgins
260 W 1700 S APT 4
Clearfield, UT 84015
Via First Class Mail

DATED: June 17, 2026

/s/ Baida Sada

UTAH LEGAL SERVICES, INC.
Paralegal