



JACLYN J. ROBERTSON (11951)
ELENIA M. COZEAN (16802)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 297-8545
EMAIL: ecozean@jrlawgroup.com

Attorneys for Richard Tyler Austin – Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of: RICHARD TYLER AUSTIN, <i>Petitioner,</i> And HEATHER MICHELLE AUSTIN, <i>Respondent.</i>	DECREE OF DIVORCE Case No.: 254700907 Judge: Ronald Russell Commissioner: Christina Wilson
---	--

COME NOW, Petitioner, Richard Tyler Austin ("Richard"), and Respondent, Heather Michelle Austin ("Heather"), and represent to the Court that they have stipulated to a full and final resolution of all disputed issues. From the records, files, and papers in the matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, therefore:

IT IS HEREBY ORDERED:

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

1. Children. There were four children born during the course of the parties' marriage, with only 3 remaining as minors, to wit, A.A. born in May of 2010, B.A., born in May of 2012, and R.A., born September of 2015, and no other children are expected.

PARENTING PLAN

2. 1Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows and Father's weekend on Friday shall begin on July 17, 2026 alternate thereafter:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Dad	DAD	MOM	MOM	DAD	DAD	DAD
Week 2	DAD	DAD	MOM	MOM	MOM	MOM	MOM

a. The parties shall have 50/50 custody such that the Father exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. The Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Each party will receive two-uninterrupted weeks in the summer-time.

c. Adequate Housing. Both parties shall have one room for the parent, one room for the boys, and one room from their daughter until the child emancipates. The parties will have until October 31, 2026 to get in compliance with this

provision. Beginning November 1, 2026, either parent that has inadequate housing, as defined herein, will then be awarded custody of 40% governed by Utah Code 81-9-303. If both parents have inadequate housing, the parties will return to mediation absent a mutual written agreement. Child support shall be recalculated upon a change of parent-time as described herein. Once the non-complying parent becomes compliant, a 50/50 custody arrangement as set forth above will resume.

3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

4. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 5:30 p.m. on the day

		following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 5:30 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 5:30 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day the day before the holiday at 5:30 p.m. to the day after at 9 a.m.
Mother	Mother	Mother's Day the day before the holiday at 5:30 p.m. to the day after with the exchange at school

5. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

i. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. The youngest child shall attend Endeavor Elementary School. All of the children will attend Shore Line Junior High and Davis High School unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

6. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

7. Communication. The parties will discuss all parenting concerns by text or email at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

8. 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 time.

9. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

10. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

11. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, 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.

13. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children

for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

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

f. 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 children from such circumstances.

14. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

15. 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. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

16. 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 parties shall pay the providers directly if possible. If it is not possible, 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 consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change. The parties agree to contribute equally to their current activities.

17. 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 parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school 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.

18. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent is exercising a mid-week with a return the same day, the parent exercising parent-time will provide all of the transportation.

19. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 *et seq.* The Mother's gross monthly imputed income is \$8,523 per month. The Father's gross monthly imputed income is \$15,000 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation shall be \$501 per month. Child support shall commence August 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or

is emancipated. The child support is payable on the 5th day of each and every month. There is no back support owing one from the other through July 31, 2026.

21. 2Medical/Dental Expenses. 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.

a. 3Each parent shall share equally the out-of-pocket costs of the premium 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. 4Each 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. 5The parent who incurs medical and dental expenses may 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. 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 reasonable and necessary medical and dental expenses for the minor children as indicated.

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 plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. 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.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

22. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time.

23. Cell Phone and Car Insurance. Both parties shall pay one-half for any minor child's cell phone and/or car insurance. This shall be paid within 30 days of request.

24. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are three minor children, the parties will alternate the dependency exemption/tax credit for the minor children. The Mother will claim 2 oldest children in odd-numbered tax years and the oldest child for even-numbered tax years and the Father will claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

b. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

c. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

d. A parent is entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his child support obligation by December 31st of the applicable tax year.

25. Real Property. The real property has been sold and each parent has received an equal division of the net proceeds.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that

the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Tesla	Mother
Ford F-150	Father

a. The parties acquired certain items of personal property during the marriage which shall be divided between the parties as they can agree. Mother will receive the silver platters if found, and Father will make best efforts to locate them and return them to Heather by August 30, 2026. Any personal property acquired prior to the marriage shall be awarded to the party who owned such property prior to the marriage. Any personal property received as a gift or inheritance shall be awarded to the party who received such gift or inheritance prior to or during the marriage. If the parties cannot agree on the division of personal property, they should resolve the issue in mediation.

27. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Mother's Name	Mother
Debts in Father's Name	Father

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that

the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

28. Financial Accounts.

a. Each party will be awarded monies in their own separate checking and savings accounts.

b. Father agrees to remove his name from Mother's business account no later than July 31, 2026.

29. Retirement Accounts: Mother shall be awarded \$50,000 from Father's Schwab IRA as a sum certain amount on the date of the transfer. If there is an IRA available for transfer, the transfer shall be done within 30 days from the entry of the Decree of Divorce. If for any reason a QDRO is needed, the parties shall equally split the cost associated with splitting the accounts or QDRO, if any.

30. Business Interest: Mother shall be awarded 100% of the business interest in Austing and Austin, DBA Professor Heather Austin and all associated income, assets, intellectual property, debts, liability, and tax consequences.
31. Name: Mother will have the option of restoring her name to Allen.
32. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
33. Property Settlement. The Father shall pay Mother a property settlement of \$32,000 within 30 days of the entry of the Decree of Divorce.
34. 529. The children will be awarded their respective 529 accounts and this shall be used for education purposes only. Both parties shall receive access to statements and login information. An accounting for any withdrawals made will be given within 30 days from the withdrawal.
35. Tax Refund. Each parent shall keep any tax refunds as currently divided.
36. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
37. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

38. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

39. Waiver. The parties agree that any financial amounts owing one from the other are hereby waived as of July 14, 2026.

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

APPROVED AS TO FORM this 20th day of August 2026.

*E-signed by Elenia M. Cozean
with permission of Deven J. Coggins*

/s/ Devin J. Coggins
DEVEN J. COGGINS
Attorney for Heather Austin - Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 6th day of August 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

DEVEN J. COGGINS
Attorney for Heather Austin - Respondent

JR LAW GROUP, PLLC

/s/ Elenia M. Cozean
ELENIA M. COZEAN
Attorney for Richard Austin - Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be sent to the following by the method indicated below:

E-FILE NOTIFICATION:

DEVEN J. COGGINS
Attorney for Heather Austin - Respondent

JR LAW GROUP, PLLC

/s/ Lisa Basham
LISA BASHAM
Paralegal for JR Law Group, PLLC