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*Attorney - Mediator*

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

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**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

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In the matter of the marriage of

HEATHER AUGASON,

Petitioner,

and

BRIAN AUGASON,

Respondent.

**DECREE OF DIVORCE**

Case No: 264902673

Judge: Amber M Mettler

Commissioner: Michelle Blomquist

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

**IT IS HEREBY ORDERED:**

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

### **CHILD CUSTODY AND PARENT-TIME**

1. There are four minor children born or adopted between the parties, to wit: E.S.A. (born January 2012), L.E.A. (born August 2013), I.J.A. (born June 2016), and E.E.A. (born June 2019).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
3. The Petitioner is awarded sole physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA § 81-9-302 with the exception that Respondent's weekends shall begin Saturday at 4:00 PM and end Monday at 4:00 PM to align with his work schedule.
4. Each parent is entitled to 2 weeks of uninterrupted parent-time each year. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number.
5. In addition to the regular parent-time schedule, holiday parent-time shall be exercised as mutually agreed upon by the parties. In the event the parties are unable to agree, holiday parent-time shall default to the schedule set forth herein. For all holidays not specifically addressed herein, the parties shall follow the regular rotating parent-time

schedule. If Respondent is not scheduled to work on a nationally recognized holiday not otherwise specifically addressed herein, Respondent shall have the first option to exercise parent-time with the minor children for that holiday.

| Holiday       | Holiday Time Period                                                                            | Respondent<br>(Brian)      | Petitioner<br>(Heather)    |
|---------------|------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| Christmas Eve | (1) Holiday begins on December 23rd at 10 p.m.<br>(2) Holiday ends on December 24th at 10 p.m. | Every year with Respondent |                            |
| Christmas Day | (1) Holiday begins on December 24th at 10 p.m.<br>(2) Holiday ends on December 25th at 10 p.m. |                            | Every year with Petitioner |

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

7. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §81-9-209, the Relocation Statute.

### **CHILD SUPPORT**

8. Petitioner is currently employed and has a gross monthly income of \$2,541.00 for the purposes of calculating child support.

9. Respondent is currently employed and has a gross monthly income of \$4,057.00 for the purposes of calculating child support.

10. The sole custody worksheet shall be used with the Petitioner's income set at \$2,541.00 and the Respondent's income set at \$4,057.00.

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

a. Respondent shall be ordered to pay Petitioner the sum of \$1,065.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

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

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable

to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

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

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of

child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

**INSURANCE, DAYCARE AND MEDICAL EXPENSES**

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

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Petitioner's shall be considered secondary.

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

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

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

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment.

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

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

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare

provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

### **TAX EXEMPTION**

14. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

- a. As long as there are four minor children, Petitioner will claim E.E.A and L.E.A. each year and Respondent will claim I.J.A. and E.S.A. each year.
- b. When there are three minor children, Petitioner will claim E.E.A. each year and Respondent will claim I.J.A. each year. Parties will alternate claiming L.E.A. with Petitioner claiming L.E.A. in even year and Respondent claiming L.E.A. in odd years.
- c. When there are two minor children, Petitioner will claim E.E.A. each year and Respondent will claim I.J.A. each year.
- d. When only one minor child remains, the parties will alternate years with Petitioner claiming E.E.A. in odd years and Respondent claiming E.E.A. in even years

15. For the Respondent to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.



### **PERSONAL PROPERTY**

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

17. During the course of the marriage, the parties acquired certain items of personal property.

18. Respondent shall be awarded the following personal property:

- a. Respondent's camping gear
- b. Car roof box
- c. Computer
- d. Respondent's books and other personal items
- e. Respondent's Grandfathers' chest

19. All other personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

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

### **VEHICLES**

| <b>Vehicle</b>         | <b>Awarded to<br/>Petitioner</b> | <b>Awarded to<br/>Respondent</b> | <b>Other</b>                           |
|------------------------|----------------------------------|----------------------------------|----------------------------------------|
| 2005 Toyota Highlander |                                  | X                                | There is no loan against this vehicle. |

|                              |   |  |                                        |
|------------------------------|---|--|----------------------------------------|
| 2004 Chrysler Town & Country | X |  | There is no loan against this vehicle. |
|------------------------------|---|--|----------------------------------------|

21. The parties shall take all necessary steps to transfer the vehicles into their own names within ninety (90) days of the date of entry of the Decree of Divorce.

### **REAL PROPERTY**

22. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Marital residence located at 3783 S 3000 W, West Valley City, Utah 84119

23. The marital residence shall be awarded to Petitioner as Petitioner's sole and separate property, subject to Respondent's entitlement to his share of the equity as set forth herein.

24. The parties agree the residence has a value of \$444,000.00 and an outstanding mortgage balance of \$95,097.00, resulting in Respondent's fifty percent (50%) share of the equity being \$174,451.50.

25. Petitioner shall pay Respondent said equity amount within ten (10) years of the date of entry of the Decree of Divorce.

26. In the event Petitioner is unable to pay Respondent his equity share within the time provided, the residence shall be listed for sale within thirty (30) days thereafter. Upon sale, Respondent shall first be paid the sum of \$174,451.50 from the net proceeds, and Petitioner shall receive all remaining proceeds thereafter.

27. Beginning on the first day of the month following entry of the Decree of Divorce, Petitioner shall be solely responsible for all costs associated with the residence, including but not limited to mortgage payments, taxes, insurance, utilities, maintenance, and repairs, and shall indemnify and hold Respondent harmless therefrom.

28. The parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property within thirty (30) days of the entry of Respondent receiving his share of the equity.

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

**INTERESTS**

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

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

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

**DEBTS AND OBLIGATIONS**

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

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

#### **LIFE INSURANCE**

34. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

#### **ALIMONY**

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

#### **TAX RETURN**

36. The parties shall file taxes for the 2026 tax year as each deem appropriate.

#### **ATTORNEY'S FEES**

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

### **MISCELLANEOUS**

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

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

40. 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.

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

42. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at

the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

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

44. Petitioner may be restored to her maiden name of Archibald if she so desires.

### **AUGASON and AUGASON PARENTING PLAN**

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

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

- a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
- b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
- c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
  - b. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
  - c. If information is available through public sources (e.g., school portals), each parent shall access it directly.
3. Joint Legal Decision-Making
- a. The Parties shall jointly decide major decisions affecting the children, including:
    - i. Education and daycare
    - ii. Medical, dental, counseling, and orthodontic care
    - iii. Religious upbringing
    - iv. Extracurricular activities
  - b. Decision-making process:
    - i. Identify the issue
    - ii. Develop possible solutions
    - iii. Select the most reasonable solution in the children's best interests
4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
- a. They may defer to the recommendations of an expert. If they still do not agree;
  - b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).

- c. Agreements reached in mediation shall be reduced to writing and signed by both.
  - d. Only after a good-faith mediation attempt may a party seek Court involvement.
  - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
- 5. Day-to-Day Responsibility
  - a. The parent exercising parent-time shall make routine daily decisions.
  - b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.
- 6. Information Access
  - a. Both parents shall have direct access to all school, medical, dental, and mental health records.
  - b. Each parent shall notify the other of medical appointments and emergencies.
  - c. Both parties shall provide written authorization enabling the other to access information from all providers.
- 7. School Access
  - a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.
  - b. Disputes regarding education shall first go to mediation.
- 8. Medical Treatment Restrictions



- a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
- b. Costs must be agreed in writing before scheduling.
- c. Violating parent may be denied reimbursement.

9. Travel Notice Requirements

- a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.
- b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
- c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
  - i. Itinerary with travel dates
  - ii. Destination(s)
  - iii. Contact information
  - iv. Name/phone of a third party aware of the children's location.

10. Participation in Activities

- a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
- b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

11. Exchanges and Transportation

- a. The parent concluding his or her parent-time shall be responsible for transporting and dropping off the minor children to the receiving parent at the commencement of the other parent's scheduled parent-time.
- b. Children shall be ready on time for exchanges.

12. Contact Information

- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

13. Parent/Child Communication

- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
- b. The children may contact either parent at any time.
- c. A parent shall reasonably facilitate calls when requested by the children.

14. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.

- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Children

- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
- b. Neither party shall discuss court matters with or in front of the children.
- c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

- a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.
- b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

- a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use Restrictions

- a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.
- b. Alcohol and medications shall be stored securely and out of the children's reach.

19. Enforcement and Non-Waiver

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

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

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

APPROVED AS TO FORM this 15th day of June 2026.

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

*/s/ Heather Augason*

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HEATHER AUGASON  
*Petitioner*

APPROVED AS TO FORM this 23rd day of June 2026.

*E-signed by Wade Taylor  
with permission of Brian Augason*

*/s/ Brian Augason*

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BRIAN AUGASON  
*Respondent*

**CERTIFICATE OF SERVICE & RULE 7 NOTICE**

I hereby certify that on the 15th day of June 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

HEATHER AUGASON  
*Petitioner*  
Email: haugason@gmail.com

BRIAN AUGASON  
*Respondent*  
Email: Baugason@gmail.com

LAW OFFICES OF WADE TAYLOR

*/s/ Wade Taylor*

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WADE TAYLOR  
*Attorney*