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Attorney/Mediator for Petitioner and Respondent

2. IN THE THIRD DISTRICT COURT – SALT LAKE CITY IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of: ANDREA LEE HEATON, Petitioner, and DUSTIN JEREMY HEATON, Respondent.	DECREE OF DIVORCE Case No. 264903732 Judge Derek Williams Commissioner Russell Minas

Based on the Findings of Fact and Conclusions of Law entered by the Court, and for good cause appearing, the Court enters the following Decree of Divorce:

1. **JURISDICTION:** The Parties are bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to the filing of this action.

2. **HOME STATE:** Pursuant to Utah Code § 81-11-201 and § 81-11-101, Utah is the Home State of the minor children who have resided in the State of Utah for more than six months and no other state has assumed jurisdiction over the minor children consistent with Utah Code.

3. **PENDING MATTERS:** Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, there are no proceedings for custody, children support, parent-time, protective order, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state.

4. **CUSTODY INTERESTS:** The Parties do not know of a person, not a party to these proceedings, who has custody of the Parties' minor children or who claims to have custody or parent-time rights with respect to the Parties' minor children.

5. **MARRIAGE STATISTICS:** The Parties were married on May 7, 2015, in Salt Lake City, Salt Lake County, State of Utah, and are presently married.

6. **SEPARATION:** The Parties separated on or around March 2026.

7. **GROUND:** Irreconcilable differences have arisen between the Parties which render continuation of the marital relationship impossible. A Decree of Divorce should be issued upon the same so long as the Court finds sufficient evidence.

8. **MINOR CHILDREN:** There are two minor children at issue herein; to wit:

- a. O.F.H., born August 7, 2015

- b. T.M.H., born May 2, 2018
- c. No more children are expected.

9. **LEGAL CUSTODY:** It is in the best interests of the minor children that the Parties be awarded Joint Legal Custody of the minor children sharing all the rights, privileges, duties, and powers of a parent pursuant to § 81-9-205 of the Utah Code and consistent with the Parenting Plan contained herein.

10. MAJOR DECISION MAKING: The Parties shall attempt, in good faith, to reach agreement regarding major decisions for the minor children's education, medical, and religion. If the Parties are unable to reach an agreement, the Parties shall defer to the recommendations of the children's relevant third-party professionals (e.g. the child's pediatrician, teacher, etc.). If the Parties are still unable to agree, or if either Party believes a decision made hereunder is contrary to the best interests of the children, before filing any legal action related to the decision, the Parties shall participate in mediation through a mutually agreed-upon mediator or mutually agreed-upon alternative dispute resolution process.

11. If the Parties are unable to agree upon a mediator within one (1) week of the dispute, the Party requesting mediation shall arrange for mediation through a court-approved mediator. The costs of mediation shall be shared equally. If the matter cannot be resolved through

mediation, either Party may file legal action to resolve the dispute. Notwithstanding the above, during the time the Parties are attempting to resolve a disagreement, Mother's final decision-making authority will stand.

- a. If either Party does not attempt to cooperate or discuss a major decision in good faith, if either Party makes a major decision without involving the other Party and giving the other Party a sufficient opportunity to discuss the decision, if it is clear to the Court that the decision-making Party did not consider the other Party's position in good faith or either Party has used or frustrated the mediation process without good cause, the Court may award attorney fees and mediation costs to the prevailing Party.

12. **PHYSICAL CUSTODY & PARENT-TIME:** It is in the best interests of the minor children that the Parties be awarded Joint Physical Custody of the minor children with both parents exercising equal parent-time as they agree. If they are unable to agree, the Parties shall exercise parent-time using the following schedule:

- a. **REGULAR PARENT-TIME:** Father is currently employed under an eight (8) day rotating work schedule. In order to maximize the Parties ability to spend time with their children, they shall exercise parent-time with the children in a rotating schedule with each having four (4) consecutive days with each parent. The rotation shall allow each parent to have the children for three (3) of

Father's working days and each having one (1) of his days off work during his eight (8) day rotating work schedule. For example:

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Father day off ; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Mother parent-time.	Father workday; Mother parent-time.	Father workday; Mother parent-time.
Father day off ; Mother parent-time.	Father day off ; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Mother parent-time.	Father workday; Mother parent-time.
Father workday; Mother parent-time.	Father day off ; Mother parent-time.	Father day off ; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Mother parent-time.
Father workday; Mother parent-time.	Father workday; Mother parent-time.	Father day off ; Mother parent-time.	Father day off ; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.	Father workday; Father parent-time.

- b. The Parties are currently each residing in one half of their duplex. While they remain in this living arrangement, the children shall continue to sleep in their rooms on Mother's side of the duplex during Father's parent-time unless Father elects otherwise. Further, during this time, the Parties shall continue to exercise parent-time using their existing flexible arrangement to accommodate both parents work schedules and availability to provider familial care over surrogate care.
- c. HOLIDAY PARENT-TIME: The Parties shall exercise holiday parent-time as they agree. If they are unable to agree, they shall exercise parent-time

pursuant to the statutory holiday parent-time laid out in Utah Code § 81-9-302. Mother shall be designated as the custodial parent for purposes of the holiday parent-time schedule only.

- d. **EXTENDED SUMMER PARENT-TIME:** The Parties shall each be entitled to two weeks of uninterrupted parent-time with the minor children for vacation travel when they are out of school for the summer. The Parties shall follow the provisions of Utah Code § 81-9-302 for priority designations and logistics of extended summer parent-time. Mother shall be designated as the custodial parent for purposes of the extended summer parent-time schedule only.
- e. **PARENT-TIME EXCHANGES:** The parent beginning their parent-time shall be responsible to pick the children up from the other parent's home, unless otherwise agreed upon by the Parties in writing.
- f. **COMMUNICATION WITH MINOR CHILDREN:** The children shall enjoy liberal, unfettered, and unmonitored electronic contact with both Parties.

13. **PARENTING PLAN:** In addition to the provisions herein, the Parties shall adopt the following as a Parenting Plan pursuant to Utah Code § 81-9-202 and § 81-9-203:

- a. **PARENTING FUNCTIONS:** The Parties are responsible for those aspects of the parent-children relationship in which the parent makes decisions and performs functions necessary for the care and growth of the children including: maintaining a loving, stable, consistent, and nurturing relationship

with the children; attending to the daily needs of the children, such as feeding, clothing, physical-care, grooming, supervision, health-care, day-care, and engaging in other activities which are appropriate to the developmental level of the children and that are within the social and economic circumstances of their particular family; attending to adequate education for the children, including remedial or other education essential to the best interest of the children; assisting the children in developing and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the children's welfare, consistent with the children's developmental level and family social and economic circumstances; and providing for the financial support of the children.

- b. **PARENTING OBJECTIVES:** The Parties are responsible for: providing for the children's physical care; maintaining the children's emotional stability; providing for the children's changing needs as the children grows and matures in a way that minimizes the need for future conflict resolution; setting forth the authority and responsibilities of each parent with respect to the children consistent with the provisions herein; minimizing the children's exposure to harmful parental conflict; meeting the responsibilities to their minor children through agreements rather than relying on judicial intervention where appropriate; and protecting the best interests of the children.

- c. RIGHT OF FIRST REFUSAL: The Parties shall each have the right of first refusal to exercise direct parental care of the children if the other parent will be unavailable to provide such care during their parent-time for a period of four (4) hours or more. If, for work-related reasons, a party is exercising their right of first refusal and cares for the children overnight, these “overnights” during the other parent’s parent-time shall not count against the parent whose parent-time it is for child support calculations or for claiming an established or agreed upon modification of the parent-time schedule in the future.
- d. DISPUTE RESOLUTION PROCESS: In addition to the decision-making processes outlined herein, the Parties shall attempt in good faith to resolve parent-time and custody disputes by engaging in mediation, with an agreed upon mediator, prior to initiating legal action, with said mediation costs being shared equally the Parties.
- e. WELFARE PROVISIONS: The Parties’ parenting relationship will continue for many years and it is in the best interests of the children to have a meaningful and quality relationship with each other and with each parent; therefore:
 - i. The Parties agree that all parenting decisions shall be made exclusively by the natural parents of the children and shall not be influenced by any future step-parents or partners of the Parties.

- ii. The Parties shall respect each other's need for personal space and independence. The Parties shall affirmatively support each other as parents and hold the other parent in high regard/esteem as a parent in their respective conversations with the children throughout their lives and shall give the children permission to love each parent.
- iii. The Parties shall communicate with each other regarding the children and shall remain civil in all of their dealings. All communication shall be done in writing. The Parties are directed to preserve all of their written communications so they can be reviewed by the Court if a dispute arises. Either Party may request in writing that all communication be conducted through a parenting app such as Our Family Wizard, with expenses being paid by each parent individually.
- iv. Both Parties shall have access to the children's school, church, health, and other records and shall include the other Party as the parent on such records. This parenting plan shall serve as a release to allow each parent to have access to any such records. Neither parent shall rely upon the other to be informed of the children's school, church, health, etc. and each parent has the affirmative duty to keep themselves informed.
- v. When a child is with a parent, that parent shall make the day-to-day decisions regarding the care and control of the that child and shall make emergency decisions regarding the health or safety of that children.

- vi. In the event of an emergency each Party shall be obligated to immediately inform the other parent of said emergency.
- vii. The Parties shall not put the children in the middle of adult disputes or arguments. The Parties shall not use the minor children as a messenger, spy, or courier. The Parties shall not discuss with the children any legal or financial related issues. The Parties shall ensure the children have no access to sexually explicit, violent, or age inappropriate materials while in their custody and control.
- viii. The Parties shall not allow the children to be in the presence of known drug abusers, persons otherwise participating in illegal activities, or persons exposing the children to age-inappropriate materials or behavior.
- ix. The Parties shall maintain private, safe, and appropriate sleeping and living accommodations for the children. The Parties agree that that the minor children's private and personal space shall be respected.
- x. The Parties will not interfere with the relationship between parent and children and will have an affirmative duty to encourage a positive relationship between parent and children.
- xi. The Parties shall not make harmful, insulting, or denigrating comments regarding the other Party in the children's presence and shall remove the children from the presence of others so doing. Each Party acknowledges that their own attitudes and behavior towards the other parent are likely to

be mirrored by the children and each parent shall create an example of behavior that they themselves would have imposed upon the other parent.

- xii. The Parties are required to prohibit any third Party from permitting any behavior in which they themselves are prohibited from doing around the children. Shall a third-Party refuse to conform their behavior, the Parties are obligated to remove the children from the third Party's presence.

- f. EDUCATION: The Parties agree that the children shall be homeschooled by Mother. Homeschool shall continue through middle school at minimum. The children may elect to attend public school for high school. If this occurs, the Parties shall agree on an in-person high school for the minor to attend. Further:

- i. Mother shall be solely responsible for planning the homeschool curriculum, however both parents shall be directly involved in homeschooling the children.
- ii. The children's homeschooling plan shall have each week consisting of one day spent at Da Vinci, one day spent with a tutor mutually agreed upon by the Parties, two days of direct-parent instruction, and one day of excursions.

- g. MEDICAL: The children will continue with their current medical providers.

- h. RELIGION: Either parent may bring the children to participate in religious activities during their parent-time. Neither parent shall formally initiate or baptize the child into a religion without written consent of the other.
- i. OTHER ISSUES: The Parties recognize that the parents relationships with the children may change as they grow or as new step-parents may enter into their lives. The Parties desire to ensure the children are safe and protected in these relationships and that it may require temporary interventions or adjustments to the parent-time schedule. Accordingly, if the children raise concerns about their relationship with the other parent, parent-time schedule, step-parent, etc., or if either parent such a concern exists, they shall engage in the following interventions with the goals being to repair relationships, create safety, and return to an equal parent-time situation. The Parties shall first discuss the concerns with each other. The parents shall then engage in therapeutic interventions for the minor child and the family if either parent requests such to occur. During the therapeutic interventions on temporary basis, the Parties, with the recommendation of the therapist, shall determine if a temporary adjustment to parent-time would be beneficial. If such temporary parent-time adjustment occurs, and there is no improvement to the relationships after consistent therapeutic involvement for a period of at least ninety (90) days, the parents should return to mediation or participate in alternative dispute resolution to determine if a more permanent change to the parent-time

schedule would be in the child's best interests. As the children get older, the parents agree they shall give the children's stated desires regarding their living situations more weight, while still prioritizing and encouraging each child's relationship with both parents.

- j. ADVISORY GUIDELINES: Unless otherwise stated herein, the Advisory Guidelines outlined in § 81-9-202 of the Utah Code shall apply and govern parent-time unless they conflict with a specific provision herein.
- k. FAILURE TO COMPLY: If a parent fails to comply with a provision of the parenting plan or children support order, the other parent's obligations under the parenting plan or the children support order are not affected. Failure to comply with a provision of the parenting plan or a children support order may result in a finding of contempt of court.

14. **HEALTH-CARE INSURANCE AND EXPENSES:**

Pursuant to Utah Code § 81-6-208, both parents are responsible for the minor children's health care expenses. Currently the Parties do not have health care insurance available to them at reasonable costs. If such a time occurs that the Parties have health care insurance available to them at a reasonable cost, or no cost, they may enroll the minor children. Further, pursuant to Utah Code § 81-6-208, the Parties shall be responsible for sharing any out-of-pocket medical expenses incurred for the minor children. Until such time as Mother's gross annual income reaches

\$128,000, the children's healthcare expenses shall be shared with Father paying 62.33% and Mother paying 37.67%. At such time that Mother's gross annual income reaches or exceeds \$128,000, the children's healthcare expenses shall be split equally between the Parties.

15. If the Parties both obtain health insurance, Father's health-care insurance plan shall be primary and Mother's health-care insurance plan, shall be the secondary coverage for the dependent children. If a parent remarries and the dependent children are not covered by that parent's health care-insurance plan but are covered by a step-parent's health-care insurance plan, the 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. Further:

- a. A Party maintaining coverage shall provide verification and proof of insurance annually, as well as upon written request. The Party shall provide notification of any change in insurance carrier, premium, or benefits within thirty (30) days of the date they first knew or should have known of the change.
- b. If a Party incurs health-care expenses for the Parties' minor children, they shall provide written verification of the cost and payment of the expenses to

the other within thirty (30) days of incurring the expense. The other Party shall provide reimbursement within thirty (30) days.

16. **CHILD-CARE EXPENSES:** The Parties shall be equally responsible for any work-related child-care expenses. The Parties shall be solely responsible for any child-care expenses incurred for any reason other than work. The Parties agree they shall utilize familial care (e.g. grandparents) for surrogate child-care when available, before seeking other non-familial options (e.g. daycare). Familiar child-care providers shall not be reimbursed without written agreement of the Parties. If a Party incurs child-care expenses for the Parties' minor children, they shall provide written verification of the cost and payment of the expenses to the other within thirty (30) days of incurring the expense. The other Party shall provide reimbursement within thirty (30) days.

17. **EDUCATIONAL EXPENSES:** The Parties shall be equally responsible for all education costs for the minor children, including but not limited to, homeschool curriculum, field trip costs, and should the Parties agree to send the children to public schools, lunch fees, class fees, lab fees, registration fees, tuition fees, school uniforms, etc. If a Party incurs an educational expense for the Parties' minor children, they shall provide written verification of the cost and payment of the expenses

to the other within thirty (30) days of incurring the expense. The other Party shall provide reimbursement within thirty (30) days.

18. **CHILD SUPPORT:** Child support shall be paid pursuant to Utah Code and the Utah Uniform Civil Liability for Support Act. Child support shall be based on: 1) Father's gross monthly income of \$10,667 (\$128,000/annually); 2) Mother's gross monthly income of \$6,352 (\$76,224/annually); and 3) using the joint custody worksheet with an equal parent-time schedule awarding Mother 183 overnights and awarding Father 182 overnights, and consistent with the Child Support Worksheet filed herewith, beginning the date of this agreement. Father shall pay Mother monthly child support in the amount of \$314. Further:

- a. The monthly child support obligation shall be paid one-half on or before the 5th day of each month and the other one-half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
- b. The parent receiving support payments shall be entitled to implement mandatory income withholding with the Office of Recovery Services, without

further order of the court. Any fees associated with mandatory income withholding, shall be the responsibility of the payor parent.

- c. It is anticipated that Mother's income will increase to equalize Father's income. At such time that Mother's income reaches an amount to equal Father's income, and in consideration with the equal parent-time schedule, Father's monthly child support obligation to Mother shall be reduced to \$0.

19. **TAX DEPENDENTS:** For 2026, the Parties shall determine which parent will get a greater tax benefit for claiming the children for state and federal tax purposes each year, and whoever would get the greater tax benefit will claim both children and the benefit shall be split equally between the Parties. Beginning in tax year 2027 while there are two minor children, each Party shall be entitled to claim one of the minor children. When there is only one minor child, the Parties shall alternate claiming the child with Mother claiming in even tax years and Father claiming in odd tax years.

- a. Both Parties shall cooperate in assisting one another in claiming said tax deductions awarded to them by executing the required tax forms including any form required by the IRS in order to release the tax exemption to the other Party for the years which they are entitled to exercise a claim. The required forms shall be exchanged and completed by the Parties before March 15th of each year.

- b. Neither Party shall be eligible to claim the minor child on their taxes if they are not current on all support payments by December 31st of each year, unless otherwise agreed to by the Parties in writing. If a Party is unable to claim a child on their tax year, the other parent may claim the child. If a Party claims a child that they are ineligible to claim, they shall be solely responsible for any fees and costs incurred by the other party in securing their right to claim the child.

20. **LIFE INSURANCE:** The Parties shall maintain their current joint life insurance policies and maintain the other parent as the beneficiary on such policies. When the life insurance policy term ends, each parent shall have the first right to continue their insurance policy and if they choose not to continue, the other parent may be given the opportunity to take over the policy at their own expense.

21. **DEBTS:** That during the marriage, the Parties incurred certain liabilities and indebtedness, which shall be divided as follows:

- a. **SEPARATE DEBTS:** Each Party shall be responsible for the debts incurred in their own respective names, unless specifically stated herein.
- b. **JOINT DEBTS:** The Parties have the following joint debts, which shall be the split equally by the Parties as outlined below. Neither Party shall acquire any new joint debts or increase the balance of the joint debts detailed below.

- i. LINE OF CREDIT: The Parties have a \$2,000 line of credit on their joint account. Mother shall be responsible to pay Father \$865 of the debt on the line of credit. Mother shall make payments to Father for this debt to be completed over the next five (5) months. Father shall be awarded the joint account moving forward as his sole and separate property, and he shall be responsible for any further debt thereon and will defend, indemnify, and hold Mother harmless therefrom.
- ii. RV DEBT: The Parties' RV camper shall be awarded to Father and he shall be solely responsible for the debt thereon and will defend, indemnify, and hold Mother harmless therefrom. Father shall assume or refinance the loan to remove Mother's name, if applicable.
- c. OTHER DEBTS: Each Party shall be solely responsible to pay any other debt he or she individually incurred and any debt he or she incurred post-separation, unless otherwise stated herein.
- d. NOTIFICATION TO CREDITORS: Pursuant to Utah Code § 15-4-6.5, the Parties shall each notify the creditors regarding the court's division of debts, obligations, or liabilities, and regarding their current addresses.
- e. INDEMNITY: Each Party shall defend, indemnify, and hold the other Party harmless in all debts and obligations he or she is ordered to pay.

22. **PERSONAL PROPERTY:** That during the marriage, the Parties have acquired interests in personal property which shall be divided as follows:

- a. **SEPARATE PROPERTY:** Each Party shall be awarded as her or his sole and separate property all items of personal property that they enjoyed prior to the marriage, or which were separately gifted to or inherited by each Party during the marriage.
- b. **PERSONAL EFFECTS:** The Parties shall be awarded their personal belongings and effects. The Parties have already divided their personal effects.
- c. **MARITAL PROPERTY:** The Parties have previously divided the marital property. Each Party should be awarded the property in his or her own possession. The children's belongings, furniture, and other personal property shall remain with Mother.
- d. **AUTOMOBILES:** Each Party shall be awarded their primary vehicle. Father will also be awarded his bus. Each Party shall cooperate in the transfer of title for their respective vehicles as awarded herein within thirty (30) days of entry of the Decree, if needed.
- e. **FINANCIAL ACCOUNTS:** The Parties shall be awarded the bank accounts in their own names and their post separation bank accounts, if any, free from claim by the other Party. The joint account shall be awarded to Father. The Parties shall cooperate to remove Mother's name from the joint account. Each

Party shall transfer all accounts as awarded herein within thirty (30) days of entry of the Decree, if applicable.

23. **REAL PROPERTY:** The Parties own real property located at 1890 S. 800 E., Salt Lake City, UT 84105 ("Marital Home"). Mother shall be awarded exclusive use and possession of the Marital Home, subject to Father's equity and the terms contained herein. The Parties agree Father shall be entitled to an equity payment for the Marital Home of \$190,000. Mother shall have up to eighteen (18) months from the entry of the Decree to provide Father with his equity payment and refinance or otherwise discharge the mortgage to remove his name from the mortgage. Upon completion of his equity payment and removal of his name from the mortgage, he shall execute a Quit Claim Deed transferring the Marital Property to Mother solely.

24. If Mother is not able to refinance or otherwise discharge the mortgage to remove Father's name from the Marital Home in eighteen (18) months, the Marital Home shall be listed for sale and sold. The proceeds of the sale shall be used to discharge the existing mortgage first, then pay Father's \$190,000 equity payment (if not otherwise paid), and any remaining proceeds shall be awarded to Mother, free from any claim of Father.

25. Currently, the Parties each reside in one side of the Marital Home, which is a duplex. Until Mother completes the payment of Father's equity payment, Father may continue to reside in his side of the duplex at his discretion. Unless the Marital Home is sold, once Father receives his equity payment, he shall have thirty (30) days to vacate the Marital Home. If Father elects to vacate the Marital Home prior to the receipt of his equity payment, Mother shall be entitled to rent his side of the duplex at her sole control and discretion.

26. Further, while Father remains living in the Marital Home, the existing mortgage shall be divided as follows: (1) \$400 paid by Mother's father living in the basement; (2) \$703 as Mother's responsibility; and (3) \$1,164 as Father's responsibility. If Father vacates the Marital Home prior to the receipt of his equity payment, Mother shall be responsible for Father's portion of the mortgage as well.

27. **BUSINESS INTERESTS:** The Parties each have business interests and/or potential business interests. Each Party shall be awarded the following business interests and/or potential business interests as follows, and each Party shall defend, indemnify, and hold the other Party harmless on any business-related liabilities, debts, or penalties awarded to them herein:

- a. **DH Knives:** Awarded to Father solely and separately.

- b. **Watercourse:** Awarded to Mother solely and separately.
- c. **Suite Spot:** Shall be closed and neither Party may open any debt connected to this entity.

28. **SPOUSAL SUPPORT:** Father has been the primary financial earner during the course of the marriage, earning approximately \$128,000 gross annually. Mother has been the primary caretaker of the children during the marriage and has only recently begun earning a consistent employment salary. Pursuant to Utah Code § 81-4-502, and in consideration of the agreements herein, Father shall provide Mother monthly alimony in the amount of \$745.

29. Father's alimony obligation shall continue until for a period of two and a half (2.5) years, or until Mother's gross annual income reaches \$128,000, whichever occurs earlier. Further, pursuant to Utah Code § 81-4-505, alimony shall terminate upon Mother's remarriage or cohabitation. Neither Party's retirement shall be considered a material change in circumstances. Alimony may be collected by ORS at Mother's election.

30. **MUTUAL RESTRAINING ORDER:** The following mutual restraints shall apply:

- a. The Parties will be civil.

- b. The Parties are mutually restrained from bothering, harassing, annoying, threatening, or harming the other Party, including but not limited to, in person, through third Parties, over social media, etc.
- c. The Parties are mutually restrained from entering the residence (or side of the duplex) of the other Party without permission from that Party.
- d. The Parties are mutually restrained from monitoring, accessing, surveilling, or in any other way gain access to account information of the other Party, including but not limited to, electronic, internet, computer, cell phones, online accounts, social media, banking, email, text messaging, etc.
- e. The Parties are mutually restrained from allowing third Parties to do what they themselves are prohibited from doing under this agreement and shall have the affirmative duty to use his or her best efforts to prevent third Parties from such violations and shall remove the minor children from such circumstances.

31. **MAIDEN NAME:** Mother shall be restored to her maiden of Bryson if she so chooses.

32. The Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the final order in this action. Shall a Party fail to execute a document, the other Party shall be permitted to bring a Motion to Enforce at the expense of the disobedient Party and/or 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 shall have the same effect as if executed by the disobedient Party.

33. In the event that it is necessary for a Party to file an action to enforce any provision of the final order, that Party shall be reimbursed for all expenses incurred in prosecuting the action, including attorney fees and costs.

34. **DISPUTE RESOLUTION:** The Parties shall attempt in good faith to resolve disputes by engaging in mediation, with an agreed upon mediator, prior to initiating legal action, with said mediation costs being shared equally the Parties.

35. **EFFECTIVE DATE:** The agreement becomes effective when signed by all Parties.

36. **ATTORNEY/MEDIATOR FEES:** The Parties shall equally share the attorney/mediator fees and costs incurred in this matter.

37. **ATTORNEY REPRESENTATION:** Both Parties have had the opportunity to obtain independent legal representation or consultation in relation to this matter, if they so choose.

38. **DRAFTER:** The Parties intend that neither shall be deemed to be the drafter of this Agreement, that both parents collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter.

As such, this agreement, together with the resulting documents as contemplated herein, shall not be interpreted in favor of, or against, either Party due to the identity of the person or Party who drafted said documents. In the event of any ambiguity contained herein, neither Party shall be entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared said documents.

39. **MODIFICATION OF AGREEMENT:** No modification or waiver of any of the terms of this agreement shall be valid, unless in writing and signed in the presence of a notary by both Parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

40. **CHOICE OF LAW:** This agreement and all rights and obligations of the Parties hereunder shall be construed according to the laws of the State of Utah.

41. **ORDER:** It is the intention of the Parties that they be awarded an order of the court pursuant to the terms of this stipulation and agreement and therefore agree that, upon approval by the court, the terms, conditions, and provisions of this stipulation and agreement may be made part of an appropriate court order.

42. **BINDING EFFECT:** Consistent with the representations and warranties above, the Parties hereby acknowledge and agree that they

intend for this stipulation to be a binding contract to the maximum degree permissible under applicable law, that this stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither Party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that the factors to set aside a contract had been fully met.

43. **SEVERABILITY:** If any term, paragraph, or provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

44. **ENTIRE AGREEMENT:** No promise, representation or warranty has been made by either Party to the other with respect to this agreement or has induced the other Party to enter into it, except as appears herein. Further, this agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof. Both Parties warrant and agree that this document represents the entire agreement.

45. **BREACH:** In the event of a breach of this agreement, or resulting court order, in any lawsuit related thereto, the substantially prevailing Party shall be entitled to collect from the other Party all expenses incurred in pursuing or defending the action, including (without limitation) all attorney fees, costs, and other expenses incurred therein.

46. **COMPROMISE:** This agreement is a compromise, settlement, accord and satisfaction, and discharge of disputed claims.

47. **NO IMPAIRMENT:** Both Parties warrant and agree that neither is impaired by any substance, prescription drug, medicine, alcohol, or drugs when executing this document. Each Party acknowledges that their mental and cognitive abilities and functions are not impaired, in any way, by reason of mental, emotional, or physiological illness, impairment, or condition.

48. **VOLUNTARY:** Both Parties warrant that they execute this document voluntarily and of their own free will and choice.

49. **NO COERCION:** Each Party warrants that they are not being coerced and are not subject to undue influence, duress, coercion, or impairment when executing this document.

50. **REVIEW:** Each Party has had an opportunity to review this agreement and consult with an attorney of their choice to review the terms and conditions herein.

IT IS SO ORDERED.
---END OF ORDER---
---EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING---

APPROVED AS TO FORM on July 20, 2026:

/s/ Andrea Heaton

Electronically signed by Rachel Maxwell-Booker
w/ permission of Andrea Heaton

APPROVED AS TO FORM on July 20, 2026:

/s/ Dustin Heaton

Electronically signed by Rachel Maxwell-Booker
w/ permission of Dustin Heaton

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of July 2026, I caused to be served a true and correct copy of the foregoing DECREE OF DIVORCE via email service on the following:

Andrea Heaton
mrsdustinheaton@gmail.com

Dustin Heaton
justdeej365@yahoo.com

/s/ Rachel Maxwell-Booker

Rachel Maxwell-Booker
Attorney/Mediator for
Petitioner and Respondent