



David C. Blum #7814
Canyons Law Group
Attorney for Petitioner
311 S. State St., Suite 350
Salt Lake City, UT 84111
Telephone: (801) 238-6500
Facsimile: (801) 238-6505
Email: David@CanyonsLaw.com

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

In the matter of the marriage of:

BRADEN HARRIS,

Petitioner,

and

MEAGAN PAYNE HARRIS,

Respondent.

DECREE OF DIVORCE

[As modified by Court]

Civil No. 244905336

Judge Kristine Johnson

Commissioner Russell Minas

This matter came before the court for a trial on January 7-8, 2026, the Honorable Kristine Johnson presiding. Petitioner Braden Harris (“Braden”) was personally present and represented by David C. Blum. Respondent Meagan Payne Harris (“Meagan”) was personally present and represented by Bryant J. McConkie. The court, having previously entered its Findings of Fact and Conclusions of Law, **IT IS HEREBY ORDERED:**

1. The Court grants a divorce on the grounds of adultery.

Custody and Parent-Time

2. Two children have been born as issue to these parties, to wit: H.B.H., born December 2019 and H.H., born October 2024.

3. For the reasons set forth in the Court's findings of fact and conclusions of law, Meagan is awarded primary physical custody of the minor children.

4. Beginning March 1, 2026, Braden is entitled to parent-time pursuant to Utah Code §81-9-302. If Braden relocates to the Logan area, it is anticipated that the parent-time schedule may change to permit him additional parent-time. The parent-time schedule under Utah Code §81-9-302 shall have two modifications:

a. First, Braden is awarded one additional weekend of parent-time every second month. ~~If there is not an additional weekend available to Braden because of holidays or uninterrupted/extended summer parent-time, Braden may take the weekend the following month.~~ If Braden's one additional weekend of parent-time every second month falls on a holiday, the conflict shall be resolved pursuant to the priority set forth in Utah Code Ann. Section 81-9-302(6)(a).

b. Second, while Braden will continue to pick the children up on Fridays after school concludes and Meagan will pick them up on Sunday, to better accommodate the children's regular bedtimes, when Meagan picks up the children on Sunday evenings, that exchange time shall be at 6:00 p.m. instead of 7:00 p.m.

5. The parties will share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows:

Holiday	Holiday Time Period	Odd Years	Even Years
Dr. Martin Luther King Jr. Day:	(1) Holiday begins:: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother
President's Day:	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break:	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day:	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father

Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father
Juneteenth National Freedom Day:	(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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day:	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break:	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Halloween:	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school.	Mother	Father

	(2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving Holiday:	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Father	Mother
Winter Break (Second Half):	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

6. For emergency purposes, whenever the children travel overnight with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the children or traveling parent can be reached; and

d. the name and telephone number of an available third person who would be knowledgeable of the children's location.

7. The parties are awarded the right of first refusal if the other parent requires childcare and is unavailable overnight, with the parent needing assistance providing a minimum of 24 hours notice to the other.

8. The parties are awarded joint legal custody of the minor children pursuant to the following parenting plan:

*****BEGIN PARENTING PLAN*****

9. The objectives of this parenting plan are to:
- a. provide for the children's physical care;
 - b. maintain the children's emotional stability;
 - c. provide for the children's changing needs as the children grow and mature in a way that minimizes the need for future modifications to the parenting plan;
 - d. set forth the authority and responsibilities of each parent with respect to the children consistent with the definitions outlined in the statute;
 - e. minimize the children's exposure to harmful parental conflict;
 - f. encourage the parents, where appropriate, to meet the responsibilities to their minor children through agreements in the parenting plan rather than relying on judicial intervention; and
 - g. protect the best interests of the children.

Relocation

10. If either party decides to move 150 miles or more from the residence of the other parent, the relocating party shall comply with Utah Code §81-9-209.

Dispute Resolution and Decision-Making Process

11. *Day-to-day decisions.* Whichever parent has physical custody of the children shall make minor, day-to-day decisions regarding their care.

12. *Decision-making procedure.* All major decisions concerning our children, including decisions related to their health, education, general welfare, extracurricular, and medical (including dental and mental health) shall be discussed between the parties in an attempt to reach a joint decision. The parties shall use the following decision-making procedure:

- a. Identify the issue;
- b. Brainstorm possible solutions; and
- c. Choose the most sensible solution that considers the needs and interest of everyone involved.

13. *Tie-breaking procedure.* The parties shall focus on objective criteria and facts, and shall involve any professionals who they feel may be of assistance. Neither party shall have final decision-making authority. If a disagreement arises that the parties are unable to resolve, one party may file a motion before the Commissioner. The prevailing party in any such dispute shall be entitled to an award of reasonable attorney's fees

Education Plan

14. The minor children shall attend school based upon Meagan's address.

15. Neither party shall have final decision-making authority with respect to educational decisions, which shall be decided pursuant to other provisions of this parenting plan.

16. Both parents shall have access to the children during school and both parents shall have authority to check the children out of school. Regular school hours cannot be interrupted for parent-time without written permission of the other party.

Sharing of Information

17. The parties shall use their best efforts to communicate and share information with each other regarding their children's development, schoolwork, medical and dental treatment, therapy and any other information appropriate to share with the other parent.

18. The parties shall notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve the children if that information is not available to the other parent.

19. The parties shall notify the other parent of significant illnesses the children may have when they are at their individual homes.

20. The parties shall discuss any problems either of them is experiencing with disciplining their children.

21. The parties shall advise the other parent of any changes in their address, telephone number, or other information pertinent to communication within 24 hours of the change.

22. The parties shall immediately notify the other parent in the event of an emergency

involving the minor children.

23. The parties shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and provide the other parent with the name, current address, and telephone number of all surrogate care providers.

Access to Information

24. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor children.

Mutual Restraints

25. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the presence of the children or on social media. Each party is also obligated to remove the children from any environment where third persons may be engaging in similar conduct.

26. The children shall not be around any alcohol use to excess and/or use of illegal drugs and the parties shall remove the children from any such environment.

27. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the children or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, manipulation, emotional and verbal or any other form of abuse.

28. Neither party shall take any actions to intentionally try to alienate the children from the other party.

29. Both parties are restrained from making visitation arrangements through the children or from using the children as a messenger.

30. The parties are expressly restrained from taking any action that would place the minor children “in the middle” of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

31. Both parties are restrained from harassing, annoying, or otherwise bothering the other party or the minor children.

32. The parents shall not question the children about each other’s personal relationships, financial spending, or otherwise use the minor children as a tool for discovery.

33. The parents shall not use the minor children as confidantes to counsel with about their own personal problems – especially if the problem is related to the other parent.

34. The parents shall not ask the minor children to lie for them, keep information from the other parent, or to keep something secret from the other parent.

35. Both parties are restrained from introducing the children to any romantic partners until they have been dating for six (6) months.

36. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under these paragraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the minor children from such circumstances.

*****END PARENTING PLAN*****

Child Support

37. Braden's gross monthly income for child support purposes is \$6,370 per month.

38. Meagan is presently unemployed and shall be imputed minimum wage until June 30, 2026. Beginning June 30, 2026 Meagan's income shall be imputed at \$3,333 per month (\$40,000 per year). Beginning June 30, 2027, Meagan's income shall be imputed at \$6,417 per month (\$77,000 per year).

39. Based upon the parties' and the Utah child support guidelines, Braden's child support shall be:

- a. Until June 30, 2026: \$1,173 per month
- b. July 1, 2026 to June 30, 2027: \$1,090 per month
- c. July 1, 2027 ongoing: \$979 per month

40. Child support payments shall be paid one half by the 5th day of each month, and one-half by the 20th of each month. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

41. The child support obligation will terminate when a minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7,

Emancipation. The base child support award shall be automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

42. Pursuant to Utah Code §81-6-211, the base child support award should be reduced:

a. by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time; or

b. reduced by 25% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.

c. Normal visitation and holiday visits to the custodial parent are not to be considered an interruption of the consecutive day requirement.

43. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is a difference of 10% or more 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. Under Utah Code §81-6-212(3-4), the parties have a right to modify this

child support order at any time 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 ability of a parent to earn; (v) material changes in the medical needs of the child; and (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. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

Daycare Expenses

44. The parties shall divide equally all reasonable and necessary out-of-pocket work-related childcare expenses actually incurred for the benefit of the minor children. A party incurring a childcare expense shall provide verification of the same to the other party within 30 days of the date the expense was incurred, and reimbursement for one-half of the expense shall be made within 30 days thereafter. Failure to remit timely verification may be deemed as a waiver of the right to reimbursement.

Extracurricular Activities

45. The parties shall share equally the children's extracurricular expenses that the

parties agree in writing that the children should participate. A party who incurs extracurricular activity expenses shall provide written verification of the cost and payment of the extracurricular activity expenses to the other party within 30 days of payment. The other party shall pay his/her one-half of the expense within 30 days after receiving the written verification. If an extracurricular activity is agreed upon, the parties shall ensure that the minor children attend the extracurricular activity practices, events, etc. Absent agreement, they shall not schedule activities during the other's parent-time.

Health Insurance

46. Health care coverage for the medical expenses of their dependent child/ren shall be:

a. A parent shall provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. Currently Mr. Harris is providing the insurance through his employment. Double coverage shall not be required. If one parent desires double-coverage, he/she shall provide the secondary coverage at his/her sole expense.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Braden shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Meagan shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child 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 child.

c. In determining which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- i. reasonableness of the cost;
- ii. availability of a group insurance policy;
- iii. coverage of the policy; and
- iv. preference of the custodial parent.

47. The parties shall equally share the out-of-pocket costs of the premium actually paid for the minor children's portion of insurance. The children's portion of the premium 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 minor children at issue in this case.

48. The parent maintaining insurance shall provide verification of coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent ordered to maintain insurance shall notify the other parent or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that the parent first knew or should have known of the change.

Medical Expenses

49. The parties shall equally divide all reasonable and necessary uninsured medical

dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the children and actually paid by a parent.

50. A parent who incurs medical or dental expenses for the parties' minor child/ren should provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days. Failure to remit timely verification may be deemed as a waiver of the right to reimbursement.

51. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or a report

of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

(2)

(a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;

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

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an

order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

Alimony

52. The parties spent \$4,946.98 per month to maintain the marital standard of living prior to separation.

53. Braden earns net income in the amount of \$5,350.05 per month and has reasonable monthly expenses of \$4,555.04 per month.

54. Meagan currently has no income, she has physical custody of two minor children, one of whom is not yet in school and the other who has special needs requiring additional support, and she has an unmet need of \$4,365.56 per month.

55. Based on Meagan's unmet need, and Braden's ability to pay, and without considering Braden's fault, Meagan is hereby awarded rehabilitative alimony, and Braden shall pay Meagan \$1,400 per month until the first of the following:

- a. Meagan's cohabitation or remarriage;
- b. The death of either party; or
- c. Three years, beginning February 2026 with the last payment January 2029.

56. The Court recognizes that the alimony award will result in a "surplus" to Meagan, but deems this to be an appropriate compensating adjustment due to the short duration of the alimony award, the benefits Braden received when Meagan stopped working to care for the children, the loss of workplace experience Meagan sustained when she stopped working to care

for the children, and the fact that Braden will have significantly higher income in June 2027.

Real and Personal Property

57. There is no real property in need of division.

58. Each party shall be awarded the personal property currently in his/her possession.

59. Meagan is awarded the Ford Edge that the court valued at \$7,993. Meagan shall pay to Braden one-half of that amount, or \$3,996.50.

60. The parties shall be responsible for any and all obligations associated with the personal property awarded to them herein and shall hold the other parties harmless from the same.

Debts

61. During the marriage, the parties incurred marital debt which shall be divided as follows:

a. Braden shall assume responsibility for his student loan debt, including any portion attributable to living expenses.

b. After the separation, Braden incurred housing expenses of \$10,467.13. Meagan shall reimburse Braden one-half of that amount, or \$5,233.56.

62. All remaining debt held by either party shall be the responsibility of that party.

63. The parties shall be responsible for any and all debt awarded to them herein and shall hold the other party harmless from the same.

64. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide

notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

Financial Accounts

65. During the marriage, the parties acquired an interest in financial accounts. Each party is awarded the account(s) in his/her name, including any HSA account.

66. At the time of the parties' separation, Meagan had a 401k account from which she realized \$23,860.85 in cash. Braden is entitled to one-half of that amount, or \$11,930.42.

67. The bank accounts are divided as follows:

a. Any bank account held jointly between the parties shall be equally divided, which are the three MACU accounts (total \$49.61), and two SBSU accounts – xxx5960 (\$1,004.31) and xxx6162 (\$497.63).

b. Accounts held jointly with the children shall remain as currently held.

c. Any accounts held by either party jointly with a third person are awarded to that party.

Taxes

68. The parties shall file a joint return for 2025 and Braden shall be entitled to any refund, or shall solely bear any liability holding Meagan harmless therefrom.

69. Braden should claim Hudson and Meagan should claim Harper as dependents for tax purposes. When only one child remains, the parties' should alternate claiming her with Braden having her for odd years and Meagan having even years.

Miscellaneous

70. Each party shall pay his or her own attorney fees.
71. Meagan should be restored her maiden name should she so desire.
72. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.
73. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person may be required to pay costs and attorney fees of the other party incurred in enforcing the terms.

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

In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.

CERTIFICATE OF DELIVERY

I certify that on July 7, 2026, I caused to be emailed a true and correct copy of the foregoing to:

Bryant McConkie
Attorney for Respondent
<bryant@mcconkiehailes.com>

/s/ David C. Blum