



ALAN R. STEWART (4920)
Attorney at Law
Attorney for Petitioner
5965 South 900 East, Suite 350
Murray, Utah 84121
Telephone (801) 278-1063
Fax (801) 278-8603
e-mail: alan@arstewart.com

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of CRAIG ROBERT AUSTIN, Petitioner, and SARAH LOUISE AUSTIN, Respondent.	DECREE OF DIVORCE CIVIL NO. 234902351 JUDGE: Richard Daynes COMM.: Joanna Sagers
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The parties having entered into a Stipulation and Settlement Agreement filed with the Court on July 10, 2024, the terms of which are incorporated into the findings of fact and conclusions of law and the decree of divorce and the Petitioner having filed his Declaration of Jurisdiction and Grounds for Divorce and based thereon and for good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Residency. The parties are both residents of Salt Lake County, State of Utah and have been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on October 1, 2010 in Salt Lake City, Utah. The parties have been separated from one another since January of 2022.

3. Grounds. Irreconcilable differences have arisen between the parties making a continuation of the marriage no longer possible. A divorce is awarded to the parties based on these grounds.

4. Children. One (1) child has been born as issue of the parties' marriage, to wit: O.D.E.A. date of birth March, 2016. No other children are expected.

5. Utah has jurisdiction to make custody and parent-time determinations pursuant to U.C.A. 78B-13-201 et seq., in that:

- a. Utah is the home state of the minor child at the time of commencement of this proceeding.
- b. The child and the child's parents have a significant connection with the State of Utah other than mere physical presence.
- c. Neither party has any information of any custody proceeding concerning the subject minor children pending in this court or any other State.
- d. Neither party knows of any person, not a party to these proceedings, who has physical custody of the subject minor child and who claims to have custody or parent time rights with respect to said child.

6. It is the best interests of the child that the parties share joint physical custody of their son. Parent-time should be exercised as the parties can agree. In the event the parties cannot agree, parent time should be exercised as follows:

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
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Mom	Mom	Mom	Mom	Mom	Mom	Dad
Dad	Dad	Dad	Dad	Dad	Dad	Mom

7. Absent mutual agreement otherwise, exchanges should take place on Sunday evenings at 7:00 p.m. The week-on/week-off schedule will begin once Respondent has suitable housing.

8. Respondent is designated the custodial party for holiday purposes only and the parties will abide by U.C.A. 30-3-35 for holiday time sharing.

9. Extended Summer Parent-Time: Pursuant to U.C.A. 30-3-35.2, each year, a parent may designate two (2) consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

a. In even numbered years, Petitioner may designate her two (2) weeks of consecutive summer parent time at any time and Respondent may make a designation after May 1. In odd numbered years, Respondent may designate his two (2) weeks of consecutive summer parent time at any time and Petitioner may make a designation after May 1.

b. A parent should make a designation at least 30 days before the day on which the designated two-week period begins.

c. Two (2) consecutive weeks of summer parent-time take precedence over all holidays except for Mother's Day and Father's Day.

10. The following **PARENTING PLAN** shall be adopted:

A. The parties' communication should focus on the needs and interests of their child.

B. The parties should be civil in their communication with one another.

C. Petitioner and Respondent recognize that their child has extended family relationships and agree, when possible, to accommodate their co-parent's reasonable requests to take the child to special family events.

D. The parties should have different parenting styles. To that extent, the parties should each strive to focus their conversations with one another on the child, rather than on each other; to encourage their child to understand that differences should occur and attempt to adapt to those differences without suggesting that the other parent must love them less.

E. Petitioner and Respondent should abide by a "no contention" rule. This means that from this day forward, they should not allow any contention to occur between them. Rather, they should focus on problem solving rather than fighting. To solve a problem, they may need to postpone a conversation until after they have obtained more information or completed research concerning the problem or issue. Rather than rash personal opinions, Petitioner and Respondent should share their ideas and research as they work towards a resolution.

F. If there is a dispute and the parties are unable to reach an agreement on their own, the parties should attend mediation and share the costs of mediation equally. If an agreement is not reached in mediation, either party may approach the court for relief.

G. The parties should not use their child as messengers or problem solvers.

H. Petitioner and Respondent should be courteous and respectful when exchanging their child.

I. Each parent should ensure that the child attends regularly scheduled activities while the child is with that parent, including school functions, sports activities, and mutually agreed upon extra-curricular activities.

J. Both Petitioner and Respondent should reasonably assist and facilitate the minor child in their homework, school projects and other extra-curricular activities/projects.

K. Petitioner and Respondent should ensure that the minor child attends regular school and should ensure that they arrive at school on time daily. The parent, with whom the child has resided during the night, should ensure that they are taken to school the next morning.

L. The receiving party should be responsible for transportation.

M. Both parties should have full access to all medical, dental, educational, therapeutic and or other professional records belonging to the child. Both parties should be listed on all records for the child.

N. If information is not otherwise available to both parties directly through medical, dental, therapy, school, extra-curricular providers, then notification to the other party of said activity should be provided to the other person as soon as one party is aware of the same.

O. The parties should have reasonable telephone/electronic access to the child when the child is in the care of the other parent. The child should always be free to contact the other parent whenever the child desires.

P. Both parties should notify one another in the event they travel with the child. Notification should consist of departure and return dates, itinerary, and number where the other party can be reached. Notification should be provided as soon as the trip is scheduled but in no event, at least 48 hours before departure.

i. The parties should cooperate in obtaining the child's passports. If either party wishes to travel with the child to a foreign country, written consent from the other party should

be obtained. Consent should not be unreasonably withheld. Notification of any foreign travel should take place at least 14 days prior to travel.

Q. Each parent should be entitled to virtual parent-time visits with the child when the child is not in their care. Virtual parent-time visits should take place at a reasonable time and for a reasonable duration. Virtual visits should be uncensored and unmonitored by the parties.

R. Parental care is preferred to surrogate care for any time period when a parent will be away for the night from the child. The party exercising the right of first refusal is responsible for transportation of the child both ways.

CHILD SUPPORT

11. Child support shall be calculated utilizing a joint custody worksheet and based upon the parties' gross monthly incomes and or ability to earn an income. The Petitioner currently has a gross monthly income of \$2,833.00 and Respondent has an imputed gross monthly income of \$1,257.00. Child support should begin July 1, 2024, and the monthly amount of child support is \$150.00. The parties have agreed to an upward deviation of child support in this case to ensure that the child's monthly expenses are met.

12. The first half of child support is due by the 5th day of the month and the second half of child support is due on the 20th day of the month. The Petitioner can elect to pay all of the child support by the 5th day of the month.

13. Pursuant to Utah Code Ann. 78B-12-210(8), the parties have a right to adjust the 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.

14. Pursuant to Utah Code Ann. 78B-12-210(9), the parties have a right to modify the 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.

15. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. 78A-6-801.

HEALTH INSURANCE

16. The parties are responsible for providing health insurance for the benefit of the minor child if available at a reasonable cost. As of the date of the Settlement Agreement, the child is receiving insurance through Medicaid.

17. The parties shall equally divide all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses, including the premium costs that

are incurred on behalf of the minor child and not covered by insurance as set forth in Utah Code Ann. 78B-12-212(3).

18. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann.

78B-12-212. Moreover, the parties should provide each other with executed claim forms, medical cards, insurance information, and other assistance necessary to insure the prompt payment of the insured portions of such claims within one (1) week of any change of those policies or within one (1) week of receipt of said materials.

19. The party providing coverage should provide verification of coverage to the other party upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Ann. 78B-12-212.

20. The party providing coverage should provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Ann. 78B-12-212.

21. Pursuant to Utah Code Ann. 78B-12-212(5), at any time when the parties are sharing the cost of the health insurance premium, the children's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in coverage.

22. Pursuant to Utah Code Ann. 30-3-5.4, if, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner should be secondary coverage for the

dependent children. In the event of double coverage, each party should be responsible for their own insurance premiums without contribution from the other party and verification of insurance coverage should be shared between the parties.

23. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. These provisions apply unless the parties determine the reverse is most cost-effective and so agree in writing.

24. Pursuant to Utah Code Ann. 15- 4-6.7, 30-2-5, and 30-3-5(1)(c), when a court order has been entered providing for the payment of medical expenses of a minor children pursuant to Utah Code Ann. 30-3-5, 30-4-3, or 78B-12- 212, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. 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 that share of the medical and dental expenses required to be paid by the parent under the order.

25. The parent who incurs the medical expenses should be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent as set forth in Utah Code Ann. 78B-12-212.

26. The parent who incurs 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 within thirty (30) days of payment, as set forth in Utah Code Ann. 78B-12-212.

PROVISIONS RELATING TO CHILDCARE

27. Pursuant to Utah Code Ann. 78B-12-214(2)(a), if a party incurs a childcare expense for the parties' minor child, they should provide written verification of the childcare provider, their contact information, and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense.

28. If written verification of the cost, identity and contact information of the provider are not provided within thirty (30) calendar days, the party incurring the childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses.

29. The parties should share equally in the cost of extracurricular activities that are mutually agreed upon in writing. Consent for participation should not be unreasonably withheld. The party incurring the cost for the extra-curricular activity should provide verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving verification of the incurred expense.

30. The parties should share equally in the costs of the child's expenses for public school fees, class costs, photos, supplies, and lunches.

REAL PROPERTY

31. The parties did not acquire any real property during their marriage.

PROVISIONS RELATING TO DEBT

31. Each party shall be responsible for any debt in his or her name holding the other party harmless for any liability therein.

32. Pursuant to U.C.A. 30-3-5(c)(ii) the parties should notify respective creditors or obliges regarding the division of debts, obligations or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days after entry of the Decree of Divorce.

PROVISIONS RELATING TO FINANCIAL ASSETS

33. Neither party acquired any investment or retirement accounts during the marriage.

34. During the course of the marriage the parties have acquired individual and joint bank accounts. Each party is awarded his or her own bank account.

PROVISIONS RELATING TO PERSONAL PROPERTY

35. All personal property has been divided between the parties and no further division is needed.

PROPERTY SETTLEMENT

35. Petitioner should pay Respondent the sum of \$12,500.00 within ten (10) days from the date of the Stipulation and Settlement Agreement. This settlement resolves all financial claims Respondent has against Petitioner. Petitioner will pay this money by delivering the funds directly to Respondent and notifying his counsel that the delivery has taken place.

ALIMONY

36. Neither party will be awarded alimony from the other.

MISCELLANEOUS PROVISIONS

37. Both parties are restrained from bothering, harassing, annoying, threatening or harming the other party. Both parties should be ordered to be civil and respectful in their communications with one another.

38. Both parties are restrained from speaking negatively about the other party to the child. Both parties should be restrained from involving the minor child in the litigation. Both parties should be ordered to remove the child from the presence of any third party who is speaking negatively about the other party.

39. The parties shall alternate claiming the child for tax purposes with Respondent claiming the child in even numbered years and Petitioner claiming the child in odd numbered years. If there is ever a year when a party does not claim the child, the other party should have the right to “purchase” the tax benefit the other party would have realized had they claimed the child in that given year. Petitioner must be current in his child support obligation in order to benefit from claiming the child for tax purposes.

40. Each party will be responsible for his or her own attorney fees

41. Respondent is restored to her maiden name of BURGESS should she so choose.

42. Dispute Resolution. If a dispute arises between the parties, the parties should go to mediation prior to filing an action in court, unless there are exigent circumstances or enforcement issues.

43. Document Execution. Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

44. Respondent will cooperate to dismiss the Civil Protective Order with Petitioner in case # 224900811 styled *Sarah Louise Austin v. Craig Robert Austin* in the above-entitled court.

*****END OF DECREE OF DIVORCE*****

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of September, 2026 I caused to be filed the foregoing Decree of Divorce, via the court's electronic filing system and emailed a true and correct copy to the following:

SARAH LOUISE AUSTIN
sarahaustinroxx@gmail.com
Respondent

/s/ Alan R. Stewart