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IN THE SECOND DISTRICT COURT, WEBER COUNTY, STATE OF UTAH

In the Matter of the Marriage of: CALLI MARIE HAYNES Petitioner and HESTON MARKUS HAYNES Respondent.	DECREE OF DIVORCE (Corrected August 18, 2026) Civil No. 244900756 Judge Reuben Renstrom Commissioner Brandon Richards
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This matter came before the court pursuant to the Affidavit of Jurisdiction and Grounds of the Petitioner and the court having entered its Findings of Fact and Conclusions of Law constituting the decision of the court, and the court being fully familiar in the premises, NOW, THEREFORE, on motion of Michael E. Christiansen, attorney for the Petitioner, and in accordance with the parties' stipulation entered into with the assistance of Catherine Hoskins as mediator, which is incorporated herein, and pursuant to the Findings, it is hereby,

ORDERED, ADJUDGED AND DECREED:

- DECREE OF DIVORCE:** The Petitioner is hereby awarded a decree of divorce from the Respondent dissolving the bonds of matrimony heretofore existing between the parties,

said decree to become final upon signing by the court.

2. **JURISDICTION:** Petitioner (“Calli”) and Respondent (“Heston”) are both actual and bona fide residents of Weber County, State of Utah and have been for more than three (3) months immediately prior to the commencement of this action.

3. **MARRIAGE:** Calli and Heston were married on July 3, 2020 in Brigham City, Box Elder County, Utah.

4. **GROUND FOR DIVORCE:** During the course of the marriage irreconcilable differences have developed between Petitioner and Respondent destroying the legitimate purpose of matrimony and making continuation of the marriage impossible.

5. **CHILDREN OF THE MARRIAGE:** The parties have one (1) child born as issue of this marriage, to-wit: Q.M.H. born December 16, 2021

6. **CUSTODY AND PARENT-TIME:** The parties are awarded joint legal custody of the parties’ minor child. The Petitioner is designated as the primary residential parent.

The Respondent will have parent-time as the parties can agree, provided he remains drug and alcohol free, and continues to take prescriptions as prescribed. Respondent’s parent-time shall further be supervised, until Respondent can demonstrate that he is clean and sober until October and continue to participate in individual therapy as recommended by his therapist. Respondent shall provide one UA test to the Petitioner a month to prove that he is clean of drugs including Fentanyl, should the Petitioner have a reasonable suspicion that he is using drugs she may ask for an additional drug test during the month and he will comply within 48 hours at her cost. The test will be a UA or blood as she decides. Any failure to

complete a test within 48 hours of the requests shall be deemed a dirty test and may result in an immediately suspension of his parent-time until a Court review the test and readdresses supervised parent-time.

Upon the completion of the supervised time, unless otherwise agreed upon by the parties, Respondent should have parent-time at a minimum according to Utah Code 81-0-302 which shall be based upon his work schedule, beginning October 3rd, 2025.

The parties agree that Petitioner's mother, shall be the supervisor for Respondent's parent-time during the period, or alternatively by any third party designated by the Petitioner, Petitioner's mother, or another other person approved by a guardian ad litem which may be appointed to the case.

Unless otherwise agreed upon by the parties in writing, the receiving parent will be responsible for transportation of the child for parent time. The parties will drop off and pick up the child curbside and neither will enter the home of the other for any reason without the express written permission of the other parent.

Both parties should have suitable sleeping arrangements for the minor child, specifically that she has her own room and that she only sleeps with children that are her own sex and of a similar age. Both parties will ensure that they keep the other party updated to their current address and phone number should they move.

Holiday parent time will follow the schedule outlined in Utah Code 81-9-302, which the Respondent is permitted to have upon the successful completion of his supervised period of parent-time.

Unless the parties agree differently the Respondent's supervised parent time will be as follows:

Thursdays: starting at 4:00 p.m. until 8:00 pm

Alternating Saturdays and Sundays: starting at 9:00 a.m. until 1:00 p.m.

On his actual holiday from 9:00 a.m. until 7:00 p.m.

7. **CHILD SUPPORT:** For the purposes of child support the Petitioner should be imputed at a gross monthly income of \$4,650, which is approximately \$27 per hour.

For the purposes of child support the Respondent should be imputed at a gross monthly income of \$4,650, which is approximately \$27 per hour.

The parties will exchange their income in twelve months and automatically recalculate child support.

Child Support will be paid by the Respondent to the Petitioner begin the month after the sale of the marital home, which shall be set according to a sole custody worksheet, which amount shall be \$494.

The Respondent will make one half of the child support payment on the 1st of each month and the other half of the payment on the 15th of the month.

8. **FUTURE MODIFICATION OF CHILD SUPPORT:** Pursuant to Utah law, the parents are to be notified of the opportunity to adjust a child support order under any of the following circumstances:

a. When a support order has not been modified within the previous three (3) years and if the Court, taking into account the best interest of the children, determines that the new child support would be a difference of ten percent (10%) or more than the prior amount ordered;

b. A substantial change in circumstances which may include:

i. material changes in custody;

ii. material changes in relative wealth or asset of the parties;

iii. material changes of thirty percent (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 children; and

vi. material changes in the legal responsibilities of either parent for the support of others.

For any of the substantial changes of circumstances identified in (b) above, the change shall result in a difference of fifteen (15%) or more between the amount of child support previously ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

9. PARENTING PLAN:

Basic Rules

- a. The parties agree that our working relationship as parents shall be built on trust and cooperation.
- b. The parties agree to trade favors and considerations involving the child frequently. This will encourage cooperation and flexibility in the parties' parenting relationship and prevent resentments from accumulating between parents.
- c. The parties believe open, honest, and direct communication between us is essential to an effective parenting relationship. The parties agree to take affirmative steps and adopt reasonable procedures, ensuring that they have communication in a civil manner on all topics necessary to raise their child.
- d. The parties agree to discuss any problems either is experiencing with disciplining the child with the intent to have a "united front" as to matters of discipline.
- e. The parties agree to support each other in their respective parenting roles. The parties recognize that they may have different parenting styles from time to time and that they may change over time in a reasonable manner based upon their success and failures.
- f. The parties agree to affirmatively support each other as parents by giving compliments to each other, giving the child permission to love both parents (and their extended family members) and by showing appreciation for favors given and received.

g. The parties recognize that it is important for the child's emotional well-being that he hold the other parent in high esteem as a parent in their respective conversations with the child throughout the child's life.

h. **The Child is Not a Tool for Discovery:** The Parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

i. **The Child is Not a Counselor:** The Parents shall not use the child as a confidante to counsel about their own personal problems, especially if the problem is related to the other parent.

j. **The Child is Not a Messenger:** The parties shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parties outside the presence of the child.

k. **Dispute Resolution:** Day to day decisions will be made while the children are in the care of the parent. For major decisions the parties will discuss all decisions, then consult with each other, then with professionals, then Petitioner will have final decision making authority, if Respondent disagrees that the decision is not in the best interests of the minor child then he can bring it before the court.

Activities

l. **Attending the Child's Activities and Costs for School and Activities:** Both parties

have the right to know about and attend all school, religious, and extra-curricular activities of the child. Both parties agree to pay one-half of the child's school registration costs and one-half of the child's current, regular extra-curricular activities. Should the child desire a new activity, the parties agree to discuss the activity's costs and related expenses and agree in writing to share the costs before requiring the other to pay one-half of said costs.

m. **Child's Attendance at Special Events:** The parties shall make reasonable efforts for the child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies). The party requesting accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.

n. **Listening to the Child's Interests Regarding Activities:** It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parents cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parties recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.

o. **Parents' Discussion about Potential Activities:** Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any

proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in or entering the child into any activity that adversely affects the other parent's routine schedule with the child (which shall apply after the Respondent's successful completion of the supervised parent-time guidelines).

COMMUNICATION

o. All communication between the parties should be civil and not harassing. It should be at reasonable times and should be centered around things concerning the child. The parties will use Our Family Wizard to communicate, unless there is an emergency and then they will use text. At no time will the parties make comments about the other party in a negative light in front of the minor child in their presence or on social media.

p. The Respondent shall be entitled to reasonable communication with Quinn. He should be allowed to Facetime with her at least every other day. The parties should figure out a time that is mutually convenient and generally around the same time so that the parties can rely on the time. The parties can do this either through the Facetime or through the iPad. The Petitioner should initiate the call.

MUTUAL RESTRAINING ORDERS

q. Harassment: Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

r. Physical Presence: Both parties shall be mutually restrained from entering one another's residences or coming onto the property of one another's residences without express permission or invitation of the other and maintaining a reasonable distance from the other in all circumstances that allow for the parties' to be separate. The parties shall recognize this requirement is an affirmative duty to move away from the other and strive to maintain a 20 foot distance from the other at joint functions where they may attend in order to support the parties' child.

s. Alcohol and Drug Use: Both parties shall be drug and alcohol free more than 12 hours prior to exercising any parent-time and both parties shall be subject to random drug tests, paid for by the requesting party, up to one time per month. If the test is requested, the other party shall comply within a 48 hour period prior to exercising parent-time, and if the test is dirty or missed, the non-complying parent shall have their parent-time immediately restricted until the issue is addressed by the Court.

t. Dismissal of the Protective order: Subject to the entry of this agreement, the parties agree that the Petitioner shall dismiss her protective order against the Respondent.

10. MEDICAL AND DENTAL: Petitioner and Respondent agree to maintain a policy of health insurance for the benefit of the minor child so long as it is available to them through

his/her employment or otherwise at a reasonable cost. The parties agree the designation of which policy is primary and which policy is secondary can be modified by agreement if there is a financial benefit to the parties in doing so. So long as both parties have a health insurance policy for the minor child, neither parent will be entitled to a reimbursement for their cost to insure the minor child or an offset against any child support obligation. If at any time only one parent is providing health insurance for the minor child then said parent is entitled to reimbursement for minor child's cost for insurance premium or to offset against a child support obligation. Petitioner and Respondent agree that they will equally pay any sums not covered by said insurance, including, but not limited to: physician care, inpatient and outpatient care and related expenses, mental health care, physical examinations, immunizations, prescription medications, eye examinations, corrective lenses, and dental and orthodontic care.

a. As required by Utah Code Ann. §81-6-208, each party will provide the other written notice and proof of medical, dental and orthodontic expenses incurred, and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the expense is incurred. Each party will provide the other copies of statements or written notice received of payments made to a provider by insurance. The obligated party shall pay his or her portion, as specified above, of incurred medical, dental or orthodontic service within thirty (30) days of receiving written verification from that party.

b. In addition to any other sanctions provided by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expenses to recover the other parent's share of the expenses if that parent fails to comply with the provisions above.

c. Other than the above arrears, the parties agree to each pay their own debts in their own name and to hold the other harmless from the debts they incurred separately from the other.

11. TAX DEPENDENCY AND CREDIT: The parties will alternate tax dependencies every other year with Petitioner claiming in even and Respondent claiming in odd. In order to claim in any given year the Respondent must be current on child support related obligations.

12. REAL PROPERTY: The Petitioner shall be awarded possession the home from the Respondent until the home sells, which shall be placed for sell as soon as practically possible. The parties agree to use Nick Codie as the realtor and to follow his recommendations on pricing and efforts to sell the home. The Respondent will continue maintaining the mortgage on the parties' marital home as temporary alimony awarded to the Petitioner until the home sells.

In exchange for the Petitioner's waiver of her claim of alimony against the Respondent, the parties' agree to divide the equity in the real property on a basis of 50%/50%..

13. PERSONAL PROPERTY: The parties agree that each shall receive their separate household furnishings in their current possession other than the Respondent's personal property that is on the attached list. The Respondent agrees to pick up his listed items on one week before the house closes. If the Respondent fails to pick up his property 60 days after the entry of the Decree of Divorce, his rights to said property shall be deemed waived.

The parties agree that each party will be awarded her/his vehicle, as his/her sole and separate property (the Petitioner receives the Toyota Camry and the Respondent receives the Chevy Silverado). Additionally, the Petitioner shall be awarded the trailer, subject to the

Petitioner maintaining the indebtedness on the trailer. Each party will each be responsible for any debt and expenses related to the motor vehicles awarded them herein and agree to indemnify and hold each other harmless thereon. Additionally, the Respondent shall be required to pay \$6,4000 towards the Petitioner's credit card for the indebtedness for the repair of Respondent's truck. The Petitioner shall be entitled to an automatic set-off from the Respondent from his portion of the equity, if the Respondent fails to pay said amount earlier.

14. **ELLIE:** The parties have a family dog and they will rotate caring for the dog every other week. The parties will rotate her every Thursday unless they agree to a different day.

15. **BANK ACCOUNTS:** The parties agree they will each be awarded the bank accounts in their respective names as their sole and separate property. The parties agree to split the balance of any shared/joint account, upon the sale of the marital home.

16. **DEBT:** Each party shall be responsible for all debt in his/her name and any debt incurred after the date of separation (January 8, 2025). Each will be responsible for their separate credit cards (with the exception of the above payment for the Respondent's truck set forth above). The parties agree that all other debts incurred in their individual names will be the sole and separate responsibility of the party incurring the debt and they will indemnify and hold each other harmless on these debts. Specifically, the Petitioner shall assume the Chase Credit Card Debt, and the Respondent shall assume both American Express Credit Card Debts (one of which is in Petitioner's name), and the American Credit Union Visa Debts.

In addition to a creditor's duties as a secured party under §70A-9-112 and his duties as

a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under §§30-3-5 or 30-4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by court order or by other written notice, shall provide to the debtors individually all statements, notices and other similar correspondence required by law or by the contract.

With respect to a debtor who is not ordered by the court under §§ 30-3-5 or 30-4-3 to make payments on a joint obligation, no negative credit report under §70C-7-107 and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served with notice of the court's order as required herein above unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

16. RETIREMENT: The parties agree to equally divide the parties' retirement accounts equally, and to cooperate to exchange the amounts at the time of the parties' Decree of Divorce, and to offset from the other, such that a single Qualified Domestic Relations Order will be entered for the balance awarded to the party with the lower retirement amount. The parties shall share the costs of the Qualified Domestic Relations Order necessary to effectuate the parties' agreement.

18. ALIMONY: The parties agree that neither party will receive alimony from the other

party as a result of the parties' division of equity, as stated above.

19. ATTORNEY'S FEES AND COSTS: The parties agree they will each be responsible for their own attorney's fees incurred in this matter.

20. EXECUTION OF DOCUMENTS: Each party should promptly execute and deliver any and all documents necessary to carry out the terms and provisions contained in the Decree of Divorce entered in this matter.

21. SETTLEMENT OF RIGHTS: The parties acknowledge this agreement represents a complete settlement of all rights that either party may have in the other's property, whether presently existing or hereafter acquired.

22. SEPARATE PROPERTY: All property and money received or retained by each party pursuant to the Decree of Divorce is the separate property of such party free and clear of any right, interest or claim of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party should have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes. The parties have items of personal nature such as photographs and digital images of a sexual nature, they should be deleted in all forms and from all sources including the web. The parties can no longer access any digital or electronic calendars or passwords that they might have been given permission to access during the marriage and are hereby restrained from using from this point going forward, such permission is hereby revoked by both parties.

23. FUTURE DEBTS AND OBLIGATIONS: Each party, after the entry of the Decree of Divorce, will be responsible for all debts incurred by him or her. Neither party should

thereafter incur any debts, obligations or liabilities on the parties' credit or do anything for which the other party may be legally liable. Each party should indemnify and hold harmless the other party from any debts, obligations or liabilities that may exist or come into existence in violation of the foregoing.

24. CONSENT AND WAIVER: The parties consent and agree to the entry of a Decree of Divorce may be granted upon the terms set forth in this settlement agreement. Both parties have consulted with separate legal counsel and acknowledge by signing this document, he/she specifically waives any further notice of any proceedings involving an entry of a decree based upon this settlement agreement.

25. DISCLOSURE: The parties have fully disclosed to the others all assets and liabilities which each has an interest in during the course of their relationship. This Stipulation is based upon such full disclosure. The parties further acknowledge that discovery was exchanged and both specifically waive any further discovery in the subject divorce matter.

26. VOLUNTARY CONTRACT: The parties acknowledge that the various rights and awards granted herein are contractual and based upon the consideration bestowed by each upon the other through the provisions of this agreement. In the event either party to this agreement defaults in his or her obligations hereunder, the party in default shall be liable to the prevailing party for all reasonable expenses including attorney's fees and court costs incurred in the enforcement of the obligations created by this contract.

27. REQUEST FOR IMMEDIATE ENTRY: The parties have experienced marital

problems over an extended period of time and, therefore, any decree entered herein become final upon signing by the court.

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

Approval as to Form

/s/_____

Heston Haynes

Respondent

(Permission given via email on */*/2026)

In accordance with URCP Rule 10(e) and Utah State District Court E-filing Standard No. 4, this Order does not bear the handwritten signature of the Court, but instead displays an electronic signature at the top of the first page of the order.

NOTICE OF RULE 7 OF UTAH RULES OF CIVIL PROCEDURE

You will please take notice that the undersigned attorney for the Petitioner will submit the above and foregoing Decree of Divorce to the Honorable Judge Renstrom for his signature, upon the expiration of seven (7) days from the date of this notice, together with three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

/s/Michael E. Christiansen
Michael E. Christiansen
Attorney for the Petitioner

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of August 2026, I mailed the Decree of Divorce to
Respondent, Heston Haynes, at the following address:

Heston Haynes
2246 N 225 W
Harrisville, UT 84414

/s/Kaylee Tingey
Legal Assistant