The Order of the Court is stated below:
Dated: October 07, 2026 01:04:39 PM **/s/** REUBEN J RENSTROM
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

In the matter of the marriage of **ALISHA HIGGS** **and** **AUSTIN HIGGS**	**DECREE OF DIVORCE** **Case No.: 254901999** **Judge: Reuben J. Renstrom** **Commissioner: Brandon Richards** **Tier 4**

Petitioner ["Alisha"] having filed a Petition for Divorce against the Respondent ["Austin"]; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **Divorce.** That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. **Marriage.** The Parties are currently husband and wife, having been married on or about September 28, 2015, in Ogden, Weber County, Utah.

3. **Separation.** The Parties separated on or about January 2026.

4. **Grounds.** During the course of the marriage the Parties have experienced irreconcilable differences that have prevented the Parties from pursuing a viable marriage relationship.

5. **Prayer for divorce.** The Parties pray that they be granted a decree of divorce from each other on the grounds of irreconcilable differences.

CHILDREN AND PARENTS

6. **Children.** The following children have been born as issue of this marriage: Journey Kae Magaret-Nan Higgs, born March 12, 2010; Kysin Lee Higgs, born January 19, 2012; and Kyros Lee Higgs, born July 13, 2015 (collectively referred to as the "**children**" and individually as the "**child**").

7. **Legal parents.** The Parties are the legal mother and legal father of the children under Utah's Uniform Parentage Act. This Court has jurisdiction to determine the issues related to the children in this divorce action because the Parties became the legal parents of the children prior to or during the time the Parties were married.

JURISDICTION

8. **District court jurisdiction.** Pursuant to Utah Code §§78A-5-102, 81-1-104, and 81-2-201, the district court has proper jurisdiction over the subject matter of this action.

9. **Venue.** Pursuant to Utah Code §81-6-105, this Court is the proper venue for this action.

10. **Home state.** The children reside in Utah and have done so for more than six (6) months prior to the filing of the Petition.

11. **Uniform Child Custody Jurisdiction and Enforcement Act.** Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the children under Utah Code §81-11-101 and/or this case meets the criteria under Utah Code §§81-11-201(1), 207, and 208.

12. **Other proceedings.** Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, and The Uniform Interstate Family Support Act, the Parties state upon information and belief, that:

a. The Parties are not aware of any other proceeding in a court of law or governmental agency for custody, child support, parent-time, or visitation concerning the children which have been filed, or are pending, or have been completed with an order.

b. There are currently no juvenile court proceedings against or involving the children.

c. There is not any person who is not a party to these proceedings who has physical custody of the children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

LEGAL CUSTODY AND PARENTING PLAN

13. **Joint legal custody.** The Parties shall be awarded joint legal custody of the children, subject to the following parenting plan.

14. **Decision-making.**

a. Day-to-day and emergency decisions. Each parent is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the children without the consent of the other. However, each parent has a duty to promptly notify the other, as soon as possible, of any illness or injury requiring a doctor's care.

b. Major decisions. It is anticipated that joint parental decisions shall be required for major decisions, including but not limited to educational, medical, and religious issues in raising the children. Each parent is entitled to make minor decisions and the parents are not entitled to micromanage one another.

c. Joint decision-making process and presumptive decision-maker.

i. Major decisions are limited to the following categories affecting a child:

(1) non-emergency medical, dental, orthodontic, mental-health, or therapeutic care, including selection or change of primary providers, initiation or discontinuation of ongoing treatment, elective procedures, and use of psychotropic medication; (2) education, including school enrollment or change of school, special education services (including evaluations and IEP/504 decisions), and decisions that materially affect attendance or educational placement; and (3) religious upbringing, including baptism/confirmation or

other comparable rites and a material change in the child's regular religious training or practice. When a major decision arises, the parents shall confer in good faith and timely exchange the information reasonably necessary to make an informed decision. If the issue involves medical or educational matters, either parent may request input from the child's treating provider(s) or educator(s), and both parents shall be provided the same substantive information. If the parents are unable to reach agreement after good-faith consultation, Alisha shall have presumptive decision-making authority and may make the decision. If Austin disagrees with Alisha's decision, Austin must provide written notice to Alisha within fourteen (14) days of receiving Alisha's written statement of the decision and the basis for it, electing mediation. If Austin timely elects mediation, the parties shall participate in mediation as soon as reasonably practicable, with the cost shared equally, unless otherwise agreed. If the parties do not resolve the dispute in mediation, Austin must file a motion requesting court review within fourteen (14) days after the mediation concludes; otherwise, Alisha's decision shall be final and binding. For clarity, "major decisions" do not include, but are not necessarily limited to, routine day-to-day parenting choices, temporary or minor medical care (including ordinary sick visits), routine dental care,

ordinary discipline, bedtime, diet, homework routines, clothing, grooming, age-appropriate social activities, or other customary daily decisions made during a parent's parent-time

15. **Right of first refusal.**

a. To the extent a party exercising parent-time is in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else (the "**Right of First Refusal**").

b. The party exercising the Right of First Refusal shall be responsible for all transportation related to exercising the Right of First Refusal.

c. The Right of First Refusal applies only when a parent will be unavailable to personally care for the children overnight and intends to place the children in the care of another. The Right of First Refusal does not apply to normal and reasonable social activities or family events, including but not limited to sleepovers with friends or overnight stays with relatives, when such activities occur during that parent's custodial time and the parent remains otherwise available and responsible for the children.

16. **Travel notification.** Whenever traveling with a child for two overnights in a row or overnight out of the state of Utah, each of the parents shall give to the other parent reasonable notice before leaving, and provide the following information:

a. an itinerary of travel dates and locations; (b) a telephone number whereby the parent can reach the child during travel; and (c) the best time for the parent to call the child or when the child will call the parent.

17. **Communication between parents.**

a. Communication related to parenting between the parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.

b. The parents shall not use the children as a messenger but shall instead communicate with each other directly.

c. The parents shall communicate as they both feel comfortable; however, either parent may limit communication to email and phone text if one of the parents is being disrespectful or misquoting oral communications to the detriment of the other parent.

18. **Communication with the children.**

a. Each parent shall be entitled to telephone/virtual communication with the children at reasonable times, frequency, and duration. A party shall respond to any request for telephone/virtual communication from the other party within a reasonable time period.

b. Each parent shall be entitled to correspond with the children through the mail, email, or social media, and the other parent will not censor or otherwise interfere with such correspondence.

19. **Restrictions.**

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

b. The parents shall not use the children as a confidante to counsel with about their own personal problems, especially if the problem is related to the other parent.

c. The parents shall not discuss adult issues with the children, including, but not limited to, legal proceedings. Furthermore, each parent has a duty to keep court paperwork in a secure location so that the children do not read it.

d. The parents shall not make negative or derogatory comments about each other or about the children's grandparents, significant other, or other extended family members, to the children or within the children's range of hearing, including social media.

e. The parents shall not ask the children to lie for them or to keep something secret from the other parent.

f. The parents will not use corporal punishment with the children.

g. The parents shall not engage in any action that would estrange the children from the other parent or impair the children's love or respect for the other parent.

20. **Encouraged actions.**

a. The parents are encouraged but are not obligated to maintain predictable schedules for the children, including, but not necessarily limited to, similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines.

b. The parents are encouraged to maintain similar styles of discipline of the children so as to allow the children predictability.

c. The parents are encouraged to speak about positive attributes of the other parent with the children.

21. **Mutual restraining order.**

a. The Parties shall not harass, malign, or defame the other. The Parties shall not interfere with the lives or relationships of the other Party, or with family members of the other Party. All communication between the Parties shall be about the children only and be civil, at reasonable times, and of reasonable frequency and duration.

b. The Parties are mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children; or allowing any third party to do so.

c. The Parties shall not involve the children in the legal disputes of the Parties, financial matters, parent-time, and/or custody. The Parties shall not attempt to influence the children or the children's preferences with respect to issues of custody, parent-time, or where they attend school, either by reward, punishment, or guilt.

d. Neither Party shall consume alcohol to excess, illegal drugs, or prescription drugs without a valid prescription or contrary to/in excess of the prescription during their parent-time with the children.

22. **General provisions.**

a. Neither of the parents shall have the right to micro-manage each other's day-to-day care and control of the children while the children are residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.

b. The parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.

c. The payment or nonpayment of child support is not connected to whether or not a parent shall receive his or her parent-time. As an example, if a parent denies parent-time it is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.

d. The parents shall each have a place in their home for the children to comfortably sleep and for the children to keep his/her things.

e. Each parent shall exchange information concerning the health, education, and welfare of the children.

f. Each parent shall notify the other parent if a child has a disciplinary or significant social issue at school.

g. Information concerning the children's school shall be exchanged between the parents upon receipt of the same.

h. Each parent shall inform the other of all major activities/events the children will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.

i. Each of the parents shall have access to educational and health care records of the children.

j. Each of the parents shall be listed as contacts/emergency contacts at the children's school, the children's healthcare providers, and with the children's extracurricular activity programs.

k. The parents shall be responsible to ensure the children's timely arrival and attendance at school on their parent-time days. The parents are responsible to ensure that all schoolwork, including projects, assignments, and homework is completed and timely turned in on their parent-time days.

l. Good faith. The parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

m. Contempt. Both parents have a right to request the Court, under oath, to hold the other parent in contempt if he or she violates this parenting plan. Punishment could include a fine or imprisonment and if found in contempt shall include an award of attorney fees. If contempt is not found and the Court

deems the request for contempt frivolous the Court shall award the defending parent his or her attorney fees.

PHYSICAL CUSTODY & PARENT-TIME

23. **Joint physical custody.** The Parties are awarded joint physical custody of the children.

24. **School district.** The children shall attend school based upon Alisha's address.

25. **Austin's parent-time schedule.** Austin shall be awarded parent-time as outlined below, which is consistent with Utah Code §81-9-303 for noncustodial parents:

a. Weekend parent-time. Austin shall have parent-time with the children every other weekend beginning at 5:30 p.m. on Friday and ending on Monday upon delivering the children to school or at 8:00 a.m. if there is no school. Notwithstanding the foregoing, because the parties' two younger children are homeschooled and do not attend a traditional school setting, Austin shall return the two younger children to Alisha's residence no later than 8:00 a.m. on Monday morning. For purposes of this Agreement, delivery of the two younger children to school shall be deemed delivery to Alisha's residence.

b. Weekday parent-time. Every Thursday, beginning at 5:30 p.m. and ending the following day upon delivering the children to school or at 8 a.m. if there is no school.

26. **Holiday parent-time.** The Parties shall be awarded holidays pursuant to Utah Code §81-9-303 as follows:

Holiday	Holiday Time Period	Years Austin is granted Holiday	Years Alisha is granted Holiday
Dr. Martin Luther King Jr. Days	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President’s Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother’s Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years for Alisha	All years for Alisha
Father’s Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years for Austin	All years for Austin

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years

Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

27. **Summer extended parent-time.**

a. Austin is entitled to up to four weeks of parent-time with the children, which may be consecutive, when school is not in session for summer break.

b. For the four weeks of extended parent-time for Austin: (i) two weeks, which may be consecutive, shall be uninterrupted parent-time for Austin; and (ii) two weeks, which may be consecutive, may be interrupted by Alisha for one weekday visit to occur on the weekday Austin typically exercises his midweek parent-time, from 5:30 p.m. until 8:30 p.m., or if Alisha is not working, she may begin her parent-time at 9:00 a.m.

c. Alisha is entitled to uninterrupted parent-time with the children for two weeks, which may be consecutive, when school is not in session for summer break.

d. Each parent shall provide notification to the other parent of the parent's desired dates for the exercise of extended parent-time for summer.

e. For the notification requirement described above: (i) in odd-numbered years: (1) Alisha shall provide written notice to Austin by May 1; and (2) Austin shall provide written notice to Alisha by May 15; and (ii) in even-numbered years: (1) Austin shall provide written notice to Alisha by May 1; and (2) Alisha shall provide written notice to Austin by May 15.

f. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

g. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

28. **Order of precedence.** If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

a. the holiday schedule for Mother's Day or Father's Day;

b. the holiday schedule for a minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or a minor child's birthday;

d. extended summer parent-time; and

e. the schedule for weekday or weekend parent-time.

29. **Transportation.** While the criminal pre-trial protective order, any no-contact order, or any other court order restricting contact between the parties remains in effect, all parent-time exchanges shall occur at the Maverik convenience store located near 4000 South and Midland Drive in Roy, Utah. During the pendency of such restrictions, Alisha's mother shall conduct the exchanges on Alisha's behalf. Austin shall have no direct contact with Alisha during any exchange. Upon the expiration, dismissal, or termination of all court orders restricting contact between the parties, parent-time exchanges shall occur at the residence of the parent completing his or her parent-time, unless the children are being exchanged through school. The parent beginning his or her parent-time shall be responsible for transportation and shall pick the children up from the other parent. Whenever school is in session, school shall serve as the exchange location whenever practicable. For the parties' homeschooled children, any reference in this Agreement to delivery of the children to school shall mean delivery of the children to Alisha's residence. The parties shall ensure that all exchanges occur in a civil manner and shall not discuss disputes, litigation, financial matters, or other adult issues during exchanges or in the presence of the children.

30. **Relocation.** The parties acknowledge and agree that the children may reside with either parent within Weber County, Utah, or Davis County, Utah, without the necessity of modifying this Agreement, provided the parent remains otherwise in compliance with the

custody and parent-time provisions set forth herein. If either party intends to establish primary residence outside Weber County, Utah, or Davis County, Utah, such relocation will require modification of the custody or parent-time provisions of this Agreement, unless otherwise agreed upon by the Parties, and the relocating party shall provide the other party with all notice required by Utah law. Upon receipt of such notice, the parties shall participate in mediation in a good-faith effort to resolve any issues arising from the proposed relocation. If mediation is unsuccessful, either party may file a Petition to Modify or other appropriate pleading. Unless otherwise agreed to in writing by the parties or ordered by the Court, the custody and parent-time provisions set forth in this Agreement shall remain in full force and effect during the mediation process and throughout the pendency of any modification proceeding. Neither party shall unilaterally alter the custody or parent-time schedule based upon a proposed relocation absent written agreement of the parties or further order of the Court.

CHILD SUPPORT

31. **Incomes.** Alisha's gross monthly income for child support purposes is $4,295. Austin's gross monthly income for child support purposes is $10,788.

32. **Child support amount.** A child support order shall be entered and Austin shall pay Alisha monthly child support in the amount of $1,317, consistent with the Utah Child Support Guidelines, beginning June 1, 2026.

a. **Duration of child support.** Child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the

child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation (as amended).

b. Payment schedule. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month. 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 of the month.

c. Payment method. Austin may give the child support to Alisha’s mother until such time as the no-contact order is removed. Otherwise, Alisha will give Austin the information needed to set up direct deposit through Austin's employer. Once Austin has the information, Austin will have Austin's employer set up direct deposit to an account of Alisha's choice.

d. Office of Recovery Services fees. Austin will pay any ORS fees. If Alisha is the ORS applicant and the fees are withheld from payments to Alisha, Austin will reimburse Alisha.

e. Notice of income changes. The Parties must notify each other within 30 days of any change in their income.

f. Income withholding. Alisha shall be entitled to mandatory income withholding relief pursuant to Utah Code §62A-11 parts 4 and 5, and any

Federal and State tax refunds or rebates due Austin may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as Austin no longer owes child support to Alisha. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

g. Adjustments to Child Support. Under Utah Code 81-6-212(5), 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. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

i. Under Utah Code 81-6-212(3)-(4), 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: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a Party; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either Party for the support of others. The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children 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.

CHILD HEALTH CARE

33. **Health care coverage.** Pursuant to Utah Code §81-6-208, the parent who is able to obtain the most affordable medical, hospital, and dental insurance for the children must maintain medical, hospital, and dental care insurance for the children if it is available at reasonable cost.

a. Primary and secondary coverage. If, at any time, a child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows: Austin's insurance will be primary coverage and Alisha's insurance will be secondary coverage.

b. Double coverage. In the event the parties double cover the children on insurance, each Party shall be responsible to pay his or her own insurance premiums without any right of reimbursement from the other party. Notwithstanding anything to the contrary contained herein, the parties shall not be obligated to double insure the children.

c. Step-parent coverage. If a parent marries and the children are not covered by that parent's Insurance but are covered by a step-parent's plan, the Insurance of the step-parent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the children.

d. Insurance premium apportionment. So long as the children are not double covered, the parties shall divide equally the children's portion of the monthly Insurance premium actually paid by a party for the children's portion of the Insurance on a per capita basis.

e. Uninsured and unreimbursed medical expenses. Both Parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a Party for the children.

f. Written verification of medical expenses. The Party who pays health care expenses must provide the other Party written verification of the cost and payment within 30 days of payment. The reimbursing party shall have thirty (30) days from receipt of verification of health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses

g. Failure to provide verification. If a Party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other Party's share of the expenses.

h. Verification of coverage. On or before January 2 of each year, the Party ordered to maintain coverage must provide verification of coverage to the other Party, and ORS, if they are involved.

i. Notice of change in coverage. If there is any change in coverage, within 30 days of the change the Party ordered to maintain coverage must notify the other Party and ORS, if they are involved.

CHILD CARE

34. **Work-related childcare expenses.** Pursuant to Utah Code Ann. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses.

a. Written verification of childcare expenses. The Party who pays childcare expenses must provide the other Party written verification of the cost and identity of the childcare provider. This must be done when a provider

is first hired, and any time the other Party asks for the information. The Party incurring or paying childcare expenses must notify the other Party of any change of a childcare provider or monthly expense. This must be done within 30 calendar days of the change.

b. Payment of childcare share. The Party not directly paying for childcare must pay their share of childcare expenses within thirty (30) days of receipt of written verification of the expenses.

c. Failure to provide verification. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

TAX DEDUCTION

35. **Three children.** While there are three minor children, the Parties shall allocate the dependency exemptions (and associated child tax credits, if available) for federal and state income tax purposes as follows:

a. Austin shall claim the oldest child (Journey Kae Magaret-Nan Higgs) each tax year.

b. Alisha shall claim the youngest child (Kyros Lee Higgs) each tax year.

c. The Parties shall alternate claiming the middle child (Kysin Lee Higgs) every other year, with Austin claiming Kysin in even-numbered tax years and Alisha claiming Kysin in odd-numbered tax years.

d. Two children. When there are two minor children remaining, the Parties shall allocate the dependency exemptions (and associated child tax credits, if available) for federal and state income tax purposes as follows:

i. Austin shall claim the oldest child each tax year.

ii. Alisha shall claim the youngest child each tax year.

e. One child. When there is one minor child remaining, the Parties shall alternate claiming the child every other year, with Austin claiming the child in even-numbered tax years and Alisha claiming the child in odd-numbered tax years.

f. Current on support. Notwithstanding the above, Austin shall only be able to claim a child as described above so long as he is current on his child support (including any medical and childcare reimbursements) by December 31st of the tax year.

g. Not current on support. If Austin is not current on his child support (including any medical and childcare reimbursements) by December 31st of the tax year, Austin shall not be entitled to claim a child and Alisha shall be entitled to claim all children.

h. IRS Form 8332. In any tax year in which Alisha is entitled to claim a child as a dependent but Austin will be claiming the child pursuant to this Agreement, Alisha shall execute IRS Form 8332 or any successor form within ten (10) days of Austin's written request to effectuate this allocation.

36. **2025 Tax Debt**. Alisha has paid the 2025 marital tax debt. Alisha shall provide Austin with verification of the amount paid and Austin shall reimburse Alisha half of the amount paid by Alisha within sixty (60) days from receipt of verification.

PERSONAL PROPERTY

37. **Criminal protective order.** The Parties acknowledge that there is a criminal pre-trial protective order in place that prohibits Austin from coming to the marital home located at 3968 South 2025 West, Roy, Utah 84067.

38. **Austin's personal property retrieval.** Austin shall arrange for his family members or other third parties to retrieve Austin's personal property from the marital home. Austin shall not personally attend at the marital home for any property retrieval. Austin shall provide Alisha with at least 48 hours' advance written notice of the date and time when a third party will retrieve his personal property.

39. **Cherokee Forest River 5th Wheel.** Alisha has personal property in the 2014 Cherokee Forest River 5th Wheel that is locked and she does not have access to it. Within seven (7) days after moving from the Marital Residence, Alisha shall be entitled to return to the Marital Residence to retrieve her personal belongings from the 5th Wheel and Austin shall make the 5th Wheel available to her. Austin shall not remove Alisha’s belongings from the 5th Wheel. Alisha shall give at least 24 hours written notice of her intent to come and retrieve her belongings.

40. **Award of 2007 Jeep Wrangler.** Alisha shall be awarded the 2007 Jeep Wrangler as her sole and separate property, free and clear of any claim by Austin.

a. The parties acknowledge that the original certificate of title for the 2007 Jeep Wrangler awarded to Alisha is believed to be located in a safe located at the Marital Residence.

b. Within five (5) days following execution of this Agreement, Austin shall provide Alisha with all information necessary to access the safe, including the current combination, access code, key, or any other information required to open the safe.

c. If the certificate of title is located within the safe, Alisha shall be entitled to immediately retrieve and retain the certificate of title as her sole and separate property.

d. If the certificate of title is not located within the safe, Austin shall fully cooperate with Alisha in obtaining a replacement title and shall execute any documents reasonably necessary to transfer title to the 2007 Jeep Wrangler into Alisha's name. Austin shall complete all such actions within ten (10) days of Alisha's request and shall be responsible for any costs associated with obtaining a replacement title or completing the transfer of title.

41. **Award of 2020 Dodge Ram.** Austin shall be awarded the 2020 Dodge Ram as his sole and separate property, subject to the refinancing requirement set forth below.

42. **Award of Cherokee Forest River 5th Wheel.** Austin shall be awarded the 2014 Cherokee Forest River 5th Wheel as his sole and separate property, subject to the refinancing requirement set forth below.

43. **Refinancing requirement for Dodge Ram and Cherokee Forest River 5th Wheel.**

a. Within 60 days of the entry of the Decree of Divorce, Austin shall refinance the loan on the 2020 Dodge Ram and the loan on the Cherokee Forest River 5th Wheel to remove Alisha's name from both loans and release her from all liability.

b. Within 10 days of completing the refinancing, Austin shall provide Alisha with written documentation evidencing that her name has been removed from both loans and that she has been released from all liability.

c. If Austin is unable to refinance both the 2020 Dodge Ram and the Cherokee Forest River 5th Wheel within 60 days of the entry of the Decree of Divorce, then both vehicles shall be immediately listed for sale with a reputable dealer or private sale at a commercially reasonable price.

d. From the gross sale proceeds of each vehicle, the following obligations shall be satisfied in full: (i) any costs of sale, including dealer fees, advertising costs, or title transfer fees; and (ii) the outstanding loan indebtedness on that vehicle. After payment of these obligations, Austin shall be entitled to any remaining proceeds. If the sale proceeds are insufficient to satisfy the outstanding loan indebtedness, Austin alone shall be responsible for any deficiency.

44. **Indemnification for vehicles.** Austin agrees to indemnify and hold Alisha harmless from any and all liabilities, claims, costs, or expenses related to the 2020 Dodge Ram and the Cherokee Forest River 5th Wheel arising after the date of this Agreement, including but not limited to loan payments, insurance, registration, maintenance, and repairs. Alisha agrees to

indemnify and hold Austin harmless from any and all liabilities, claims, costs, or expenses related to the 2007 Jeep Wrangler arising after the date of this Agreement, including but not limited to loan payments, insurance, registration, maintenance, and repairs.

45. **All other marital property.** All other marital property shall be equitably divided between the Parties. If the Parties are unable to agree to further distribution, then the Parties shall mediate any dispute thereto prior to bringing the action before the Court.

46. **Restraint from encumbering property.** The Parties are restrained from disposing, hiding, transferring, selling, or otherwise encumbering any property that either Party considers to be at issue.

REAL PROPERTY

47. **Marital home.** The Parties acquired a home and real property at 3968 South 2025 West, Roy, Weber, Utah 84067 (the "**Marital Residence**").

a. Award to Austin. Austin shall be awarded the Marital Residence as his sole and separate property, subject to the equity payment requirement set forth below and subject to the existing mortgage.

b. Equalization payment. As consideration for the division of the Marital Residence, Austin shall pay to Alisha the sum of One Hundred Thousand Dollars ($100,000.00) (the "**Equalization Payment**") within forty-five (45) days following execution of this Agreement.

c. Alisha's occupancy. Alisha shall remain in the Marital Residence until Austin has paid her the Equalization Payment. Once Austin has paid Alisha

the Equalization Payment in full, Alisha shall have until the first of the second month after the Equalization Payment was made to vacate the Marital Residence.

d. Austin's payment of housing expenses during Alisha's occupancy. Until such time as Alisha vacates the Marital Residence, Austin shall continue paying the mortgage and all utilities associated with the Marital Residence, including but not limited to electricity, gas, water, sewer, garbage, and any homeowner association dues.

RETIREMENT

48. **Division of Fidelity retirement account.** The Parties shall equally divide Austin's Fidelity 401(k) retirement account (the "**Retirement Account**") as of the date of the Decree of Divorce. Alisha shall be awarded fifty percent (50%) of the Retirement Account balance as of the date of the Decree of Divorce, plus an additional $10,000, and Austin shall retain the remaining balance.

49. **Qualified Domestic Relations Order.** The Parties shall equally share in the cost for preparing a Qualified Domestic Relations Order ("**QDRO**") to effectuate the division of the Retirement Account. Alisha shall complete and submit the QDRO to the Court for approval within 60 days of the entry of the Decree of Divorce.

50. **Cooperation in QDRO preparation.** Both Parties shall cooperate fully in the preparation and approval of the QDRO, including providing any information or documents reasonably requested by the other Party, the plan administrator, or legal counsel preparing the

QDRO. Austin shall review and approve the form of the QDRO prior to its submission to the Court, and such approval shall not be unreasonably withheld.

ALIMONY

51. **No Alimony.** The parties acknowledge that the issue of alimony has been fully considered and negotiated as part of the overall settlement of this matter. Each party is presently capable of providing for his or her own support and maintenance. After considering the factors set forth in Utah Code § 81-4-502, including the financial condition and needs of each party, the earning capacities of the parties, the ability of each party to provide support, and the overall division of the parties' assets and obligations under this Agreement, the parties agree that neither party shall pay alimony to the other. Accordingly, Austin shall not pay alimony to Alisha, and Alisha shall not pay alimony to Austin. The parties expressly waive and relinquish any past, present, or future claim for temporary alimony, rehabilitative alimony, permanent alimony, separate maintenance, support, or any other spousal support from the other party.

DEBTS AND OBLIGATIONS

52. **Debts incurred prior to marriage or after separation.** Each Party shall be awarded and responsible for any debt he or she incurred prior to the marriage or after the Parties' separation.

53. **2020 Dodge Ram loan.** Austin shall be responsible for the loan with Utah First Credit Union associated with the 2020 Dodge Ram (the "**Ram Debt**"). Austin shall indemnify and

hold Austin harmless from any and all liability related to the Ram Debt, subject to the refinancing requirement set forth above.

54. **Cherokee Forest River 5th Wheel loan.** Austin shall be responsible for the loan with Utah First Credit Union associated with the 2014 Cherokee Forest River 5th Wheel (the "**RV Debt**"). Austin shall indemnify and hold Alisha harmless from any and all liability related to the RV Debt, subject to the refinancing requirement set forth above.

55. **Mortgage on marital residence.** Austin shall be responsible for the mortgage on the Marital Residence as set forth above. Austin shall indemnify and hold Alisha harmless from any and all liability related to the mortgage.

56. **2013 Jeep Grand Cherokee**. The parties previously had a 2013 Jeep Grand Cherokee repossessed. Alisha shall be responsible for the 2013 Jeep Grand Cherokee debt and shall indemnify and hold Austin harmless from any and all liability related to the 2013 Jeep Grand Cherokee debt.

57. **All other debts.** Any other marital debt shall be awarded to the Party whose name is on the debt. Each Party shall indemnify and hold the other Party harmless from any and all debts he or she is responsible to pay.

58. **Prohibition on using other Party's credit.** Neither Party shall use the credit, name, likeness, or identity of the other Party to incur debt, open an account, or for any other reason.

MISCELLANEOUS PROVISIONS

59. **Execution of documents.** Both Parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of

Divorce within 60 days of the entry of the Decree of Divorce. Shall a Party fail to execute a document within 60 days of the entry of the Decree of Divorce, the other Party may bring a Motion to Enforce at the expense of the disobedient Party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient Party.

60. **Attorney's fees.** Each Party shall pay their own attorney's fees and costs incurred in this action.

61. **Restoration of maiden name.** Alisha shall be restored to her maiden name of Mylroie or Gamez, if she so desires.

62. **Incorporation of Settlement Agreement.** The parties' Settlement Agreement is hereby approved and incorporated into this Decree of Divorce by reference, but is not merged into this Decree. The Settlement Agreement shall retain its character as a contract and remain enforceable as such.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:
By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

_____
Joseph Barber
Attorney for Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED September 9, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/Jaime G. Richards
Jaime G. Richards
Attorney for Respondent.

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Joseph Barber

[ ] U.S. Mail
[x] E-Mail
[ ] Hand delivery
[x] E-Filed

The foregoing was performed on September 9, 2026

/s/ [*Taeler Love*
Paralegal