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PRIVATE RECORD

Attorney for Jacob Martinez

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Child of:
CHELSEY NIELSEN,
Petitioner,

and

JACOB MARTINEZ,
Respondent.

**DECREE OF CUSTODY, PARENT-
TIME, AND SUPPORT**

Case No. 244701455

Judge: Joseph Bean
Commissioner: Christina Wilson

COMES NOW, the parties to the above entitled action, have stipulated to entry of this *Decree of Custody, Parent-time, and Support* pursuant to the document titled *Stipulation for Custody, Parent-time, and Support* filed with this court on July 28, 2026. The Court, after having reviewed said stipulation and finding the same to be fair, just, and equitable, does HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:

JURISDICTION

1. Petitioner is a resident of Davis County, Utah.
2. The parties are the legal mother and legal father of the child listed herein pursuant to Utah's Uniform Parentage Act, Utah Code §78B-15-101 et seq.
3. The parties' minor child has resided in the State of Utah for more than six (6) months prior to the commencement of this action and Utah is the home state of the minor child pursuant to Utah

Code §78B-13-201(1)(a).

4. The parties do not have knowledge of any custody proceeding concerning the minor child, other than this custody proceeding, in a court of Utah or any other state or jurisdiction.

5. The parties do not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

CHILDREN

6. The parties have one (1) minor child together. Namely:

a. D.N., born 10/12/2014

7. The parties' minor child has resided in the State of Utah for more than six (6) months prior to the commencement of this action and Utah is the home state of the minor child pursuant to Utah Code §78B-13-201(1)(a).

8. The parties do not have knowledge of any custody proceeding concerning the minor child, other than this divorce proceeding, in a court of Utah or any other state or jurisdiction.

9. The parties do not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

CUSTODY

10. Legal Custody: It is in the best interests of the parties' minor child that Jacob be awarded sole legal custody of the minor child.

11. Physical Custody: It is in the best interest of the parties' minor children that Jacob be awarded primary physical custody of the child. Chelsey's parent-time shall be as the parties can

agree. If the parties are unable to agree, Chelsey shall have non-overnight supervised parent-time. The supervisor shall be someone the parties agree to, but if they cannot agree, it shall be supervised by a professional agency with the parties sharing the costs 60% to Chelsey and 40% to Jacob. The supervisor must be willing to subject themselves to the jurisdiction of the Court, remain within eyesight and earshot of the child at all times, and notify Jacob if there is a concern. While her parent-time is supervised, Chelsey is permitted to attend activities for the minor child so long as they are in a public place. She will not be entitled to one-on-one time during these activities. She is entitled to virtual or phone time three times each week and shall tell Jacob the days and times she prefers. If Jacob cannot facilitate the specific day and time proposed, he shall suggest another day and time, ensuring that calls occur at least 3x per week.

12. Unsupervised Parent-Time Requirements: Prior to exercising any unrestricted and unsupervised parent-time, Chelsey shall fully comply with the following requirements, most of which are included in the *Order from Preliminary Injunction Review Hearing (5/19/2025)*, signed on June 12, 2025:

- a. She must file with the court all pages of her drug and alcohol assessment;
- b. She must file with the court proof that she has completed all requirements listed in her drug and alcohol assessment, including the intensive outpatient program;
- c. She must file with the court a letter from her therapist stating she completed 30 days of treatment;
- d. Chelsey must also be clean on a hair follicle drug test;
- e. Chelsey must maintain residential stability.

13. Until these requirements are met, Chelsey is entitled to supervised, non-overnight parent-time visits lasting 4 hours each week. Chelsey may request a review hearing once she believes she has satisfied all requirements for unsupervised parent-time, and if completion of the requirements is confirmed by the Court, she shall be awarded unsupervised parent-time pursuant to Utah Code §81-9-302.

14. It is anticipated that Chelsey will become drug free, find stable housing, and otherwise arrange her life to realize more stability and provide better care for the minor child in this case.

15. Residential Stability: Both parties shall maintain a stable and consistent residence for the child, prioritizing the child's' need for stability and continuity. Neither party shall move residences frequently or reside in environments where multiple unrelated individuals or frequent changes in cohabiting significant others are present, unless such arrangements are demonstrated to be in the children's best interest. Failure to abide by this provision shall result in court action where the Court determines whether supervised visitation is appropriate until a parent can obtain a stable residence.

PARENTING PLAN

16. School: Unless otherwise agreed upon in writing or the Court orders otherwise, the child shall continue to attend his current schools and trajectory junior high and high schools.

17. GENERAL PRINCIPLES.

a. Court Orders Govern: The parties recognize they must follow the Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.

b. Speaking Positively about the Other Parent: The parties acknowledge

that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the child. The parties will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third party where there is any risk of the child hearing what is being said. Children do not need to hear about character flaws of the other parent.

c. 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.

d. The Child is Not a Counselor: The Parents shall not use the child as a confidante to counsel with about their own personal problems, especially if the problem is related to the other parent. The parents shall not discuss adult-issues with the child, including things like domestic violence, abuse, the parent's relationship problems, the parent's criminal history, the parent's drug use, etc. The child should be insulated from these kind of issues, not exposed to them.

e. 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.

f. Exposure to Media: Neither party shall expose the child to media that is inappropriate for them.

g. Advisory Guidelines: The Advisory Guidelines of Utah Code §81-9-202

shall be binding upon the parties unless otherwise conflicting with terms herein.

18. COMMUNICATION & INFORMATION.

a. Communication with the Child: Both parties shall be entitled to reasonable, uninterrupted and unmonitored telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored mail and email contact with the child. Neither party shall use communication with the children to unreasonably disrupt the other parent's exercise of parent-time.

b. Communication Between Parents: Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the parties remarries or finds a significant other, the parties will continue to communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between the parties about the child. Communication between co-parents shall be peaceful, civil, and nonabusive.

c. Method of Communication: The parties shall communicate as they both feel comfortable; however, either parent may limit communication to email or text message and the other parent must comply.

d. Response Time and Frequency of Communication: When a parent

receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within 24 hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.

e. Relationships with the Child's Support Personnel: Each parent is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.

f. Child's Illnesses: The parties shall notify the other parent immediately in the event of a medical emergency or when the child is ill. The parties shall not use the child's illnesses as an excuse to interfere with parent-time. Both parents are competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parties own desires. The parties will give details on medication for the child and any dosages necessary. Each party shall administer

medicine as instructed by the child's medical or other professional.

19. ACTIVITIES

a. Attending the Child's Activities: Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.

b. Calendaring Activities: The parties shall use a shared calendar (i.e. the calendar in the coparenting app if the parties are using such an app, Google Calendar, etc.) to track the child's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child's doctor, dental, or other similar appointments. These events shall be calendared by the parent within 24 hours of receiving notice.

c. 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 an accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.

d. 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.

e. 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.

f. Unilateral Enrollment of the Child in Activities: Either parent can enroll the child in activities that do not require involvement of the other parent. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time.

g. Homework: Both parties shall help the child complete any homework the child has received during their parent-time.

20. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.

a. Pick Up and Drop Off: The parent receiving the child shall be responsible for picking the child up at the other parent's residence for parent-time. The parties shall make every effort to be on time for parent-time exchanges; on the rare occasions they are going to be late, they shall let the other party know in advance via phone call or text message.

b. Importance of Being On Time: The parties recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness.

c. Behavior During Parent-Time Exchanges: Parents shall keep communications positive during parent-time exchanges. The parents recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.

d. Traveling with the Child: The parties shall follow Utah Code §81-9-202(19) in regards to travel and vacations with the child. Namely, whenever the child travels with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. When travelling, the parent will make reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parties will assist in obtaining such passports.

e. Change of Contact Information: The parties shall provide one another with current contact information within 24 hours of any local change of address, a new telephone number, or new email address.

21. MUTUAL RESTRAINING ORDERS

- a. Communication:** Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the child or anywhere near the child's presence; (b) speaking to the child about the issues in this case; (c) attempting to influence the child's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the child for the other parent or the other parent's family members.
- b. 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.
- c. Drugs and Alcohol:** Both parties shall be mutually restrained from using illicit drugs, prescription drugs except as prescribed, or drinking alcohol to the point of intoxication during the exercise of parent-time. Chelsey shall be prohibited from drinking any alcohol during her exercise of parent-time.
- d. Physical Presence:** Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences, or coming onto the property of one another's residences without express permission.
- e. Third Parties:** Both parties shall be mutually restrained from inducing or

allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances. Each party shall control their own extended family and ensure that their conduct and behavior around the child are consistent with these terms.

22. SIGNIFICANT OTHERS

a. The parties understand that it can be detrimental to the child to introduce them to multiple significant others. The parties shall not introduce the child to their significant others until appropriate, and until they have established a committed relationship with such significant other. Significant others are not parents and shall not assume any role in the parenting of or the discussing of the child with the other parent.

23. DRUG TESTING

a. If either party reasonably suspects that the other party has used illicit drugs, or prescription drugs without a valid prescription, that party may request that the other take a drug test. The requesting party shall: (a) Inform the other of the concern in writing; (b) inform the other party of the type of test they are to take; (c) the location/facility where the test must be taken, which must be within a reasonable distance from the testing party's residence; (d) pay the testing facility. For purposes of this provision, a text message or email shall constitute a "writing."

b. Upon receipt of the above request, the testing party must take the test within 24 hours of being informed of the test. If they do not take the test within 24 business hours then the test shall be deemed by the court as if a dirty test had been submitted. The testing facility shall independently send the results to each party. As outlined above, the requesting party shall pay the initial cost of the test.

c. If the test is positive, the parent who tests positive shall be entitled only to non-overnight, supervised parent-time. The supervisor shall be someone the parties agree to. The parties shall not unreasonably refuse agreement on a third party qualified to provide supervision. The party testing positive shall reimburse the requesting party the full cost of the test.

RELOCATION

24. If either party moves more than 150 miles from the other parent they must follow all provisions outlined in Utah Code §81-9-209

CHILD SUPPORT

25. Jacob is employed earning \$16 per hour and therefore has a gross monthly income of \$2,773.

26. Chelsey is capable of making at least \$10 per hour, which amounts to a gross monthly income of \$1,733.

27. Chelsey shall be ordered to pay Jacob child support in the amount of \$389.00 each month based on the incomes listed above and a child support worksheet for one minor child with sole physical custody, pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah. Child support shall commence at this amount on October 1, 2024. Therefore, from October 1, 2024 to August 1, 2026 (22 months), Chelsey owes back child support in the amount

of \$8,558. Back child support and current child support shall be collected by ORS.

28. Pursuant to Utah Code §81-6-211, there shall be an automatic reduction for extended parent-time.

29. The parties shall have the right to adjust child support depending on substantial changes in circumstances, including increases or decreases in either party's incomes, as is set forth in Utah Code §81-6-202.

30. Unless the Court orders otherwise, support for a child shall terminate 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

31. Besides the reimbursement Chelsey owes Jacob for the drug test, as detailed in the *Order From Preliminary Injunction Review Hearing (5/19/2025)*, the parties shall be deemed current on all insurance premium reimbursements, medical expense reimbursements, and childcare reimbursements owed to one another.

MEDICAL EXPENSES & INSURANCE COVERAGE

32. The parties shall ensure the child is covered with appropriate medical insurance. In the event health insurance is or becomes available to either party through employment as a benefit or at reduced cost, that party shall be ordered to purchase and maintain medical insurance for the benefit of the parties' minor child.

33. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic

insurance premium or costs actually paid by a parent for the child's portion of the medical and dental insurance as provided in Utah Code §81-6-208. If the parties each cover the children with insurance coverage and incur an actual cost for such insurance, they shall each pay their own insurance premiums and contribute nothing to the other.

34. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the child'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.

35. Both parents shall share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code §81-6-208.

36. The party incurring a healthcare expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email.

37. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

38. A parent incurring 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 the

above verification within the thirty day time period.

39. Pursuant to Utah Code §15-4-6.7 and §81-4-406, when a court order has been entered providing for payment of medical expenses of a minor child, a creditor who has been provided with 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 medical and dental expenses required to be paid by the parent under the order. Therefore, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the child's medical expenses.

40. The Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

41. The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year.

42. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

CHILDCARE

43. Pursuant to Utah Code §81-6-209, the parties shall share equally the actually-incurred, reasonable work-related childcare expenses performed by a childcare provider.

44. Pursuant to Utah Code §81-6-209(2)(a), if a party incurs a childcare expense for the parties' minor child, they shall provide written verification of the childcare provider and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such

expense. If written verification of the cost and identity of the provider are not provided within 30 calendar days, the party incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses. Written verification may be sent by text message or email.

45. The other party shall have thirty (30) days from receiving notice to reimburse the party who incurred the expense.

46. Family care shall be assumed to be free of charge.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

47. The parties shall pay one-half of any and all school expenses (registration fees, testing fees, field trips, school supplies, class fees, school activity or sports fees, school clothes, etc.) and reasonable extracurricular activities. The children shall continue to participate in the same extracurricular activities they've been historically involved in. For a new extracurricular activity, both parties must agree in writing to the activity for it to be subject to reimbursement, but neither parent shall unreasonably withhold permission for the children to participate in such activities. Written verification may be sent by text message or email. It is anticipated that the child will participate in at least one extracurricular activity per season that each parent will be financially obligated for, and that there may be some overlap in extracurricular activities from one season to the next. The parties are obligated to take the children to all practices, games, or events associated with the extracurricular activity they are participating in, so long as their participation is consistent with this paragraph. The party incurring a school or extracurricular expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text

message or email. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

TAXES

48. Jacob shall be entitled to claim the child each year for tax purposes.

MISCELLANEOUS

49. Child's Name: The child's name shall be changed to Dominic Martinez.

50. Cooperation: The parties shall cooperate with each other, through counsel or otherwise, to ensure that the Decree of Custody, Parent-Time, and Support is carried out in every detail.

51. Attorney Fees and Costs: The parties shall each be responsible for their own attorney fees and costs.

52. Mediation: The parties understand that future modifications to this Order may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

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

***ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED
SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.***

APPROVED AS TO FORM

Chelsey Nielsen
Petitioner

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, Trevor D. Osborn, will submit this Decree of Custody, Parent-time, and Support to the Judge for their signature upon the expiration of seven days from the date of this notice unless written objection is filed prior to that time, pursuant to Rule 7(j) of the Utah Code of Civil Procedure. Please govern yourself accordingly.

DATED this 25th day of August, 2026.

RED LAW PLLC

/s/ Trevor D. Osborn

Trevor D. Osborn

Attorney for Jacob Nielsen

CERTIFICATE OF DELIVERY

I hereby certify that on this 25th day of August, 2026, I served a true and correct copy of the foregoing to the following via e-mail:

Chelsey Nielsen

chelseyn444@gmail.com

Accepts URCP Rule 5 service via MyCare

/s/ Lizette Rodriguez