The Order of the Court is stated below:
Dated: October 15, 2026 09:53:04 AM **/s/** JENNIFER VALENCIA
District Court Judge

WADE TAYLOR (10144)
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Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

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

In the matter of the marriage of SAMANTHA NAZARIO, Petitioner, and MARCO NAZARIO, Respondent.	**DECREE OF DIVORCE** Case No. 264701244 Judge: Jennifer Valencia Commissioner: Julie Winkler

The Petitioner, SAMANTHA NAZARIO, and the Respondent, MARCO NAZARIO, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: E.J.N. (born July 2022).

2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Parenting Plan set forth herein.

3. The Petitioner is awarded primary physical custody of the minor child. Parent-time with the minor child shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time shall be as follows:

   a. So long as both parties reside in the same state, Respondent shall exercise parent-time with the minor child every other week from Thursday afternoon at 3:00 PM through Sunday evening at 7:00 PM. Petitioner shall exercise parent-time with the minor child at all other times.

4. In addition, holiday parent-time shall be as the parties agree. If the parties do not agree, and so long as parties reside in the same state, then they shall follow the holiday parent-time schedule set forth in UCA §81-9-302 and as follows. Holiday parent-time takes precedence over the normal rotating parent-time schedule.

Holiday	Holiday Time Period	Respondent (Marco)	Petitioner (Samantha)
Dr. Martin Luther King Jr. Day	(1) Holiday begins (a) at the time that school is dismissed for Dr.	Odd Years	Even Years

	Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.		
President’s Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even Years	Odd Years
Mother’s Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Every year with Mother	Every year with Mother
Father’s Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd Years	Even Years
Fall Break	(1) Holiday begins at:	Odd Years	Even Years

	(a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years

5. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

6. In the event the parties reside more than one hundred fifty (150) miles apart, the parties shall work together in good faith to establish an appropriate holiday and school-break parent-time schedule, with the intent of ensuring that Respondent receives

meaningful and adequate parent-time with the minor child despite the distance between the parties' residences. Unless otherwise mutually agreed in writing, Respondent shall at a minimum exercise extended summer parent-time with the minor child each year beginning one (1) week after the minor child's school releases for summer break and continuing until one (1) week before the minor child's school resumes for the following school year.

7. Military Deployment and Overseas Assignment:

a. Both parties are active-duty members of the United States military. The parties acknowledge that deployments, temporary duty assignments, permanent changes of station, and other military obligations may affect the parties' ability to exercise their regular parent-time.

b. If Petitioner is deployed while the minor child is enrolled in school, the minor child shall remain enrolled in and attending the child's current school whenever reasonably practicable. If Petitioner and Respondent are residing in different locations, the minor child may remain at Petitioner's duty location with an additional adult caretaker mutually agreed upon by the parties to provide care and supervision during Petitioner's deployment.

c. If Petitioner and Respondent are residing in the same geographic area at the time of Petitioner's deployment, the minor child shall temporarily reside primarily with Respondent, and Respondent shall exercise Petitioner's parent-time during the deployment. Any temporary change in the child's care or parent-time resulting from Petitioner's deployment shall not constitute a permanent

modification of custody or parent-time. Upon Petitioner's return from deployment, the parties shall resume their regular custody and parent-time arrangement unless otherwise mutually agreed in writing or ordered by the Court.

d. If Petitioner receives military orders requiring an overseas assignment or permanent change of station outside the United States, Petitioner shall be permitted to relocate with the minor child to Petitioner's assigned duty location for the duration of the military assignment. Respondent expressly consents to the minor child's relocation with Petitioner pursuant to such military orders, and the parties agree that no additional written consent from Respondent shall be required solely to authorize the child's relocation overseas pursuant to those orders, subject to any requirements imposed by law, the military, passport authorities, or other governmental agencies.

e. The parties shall cooperate in good faith to establish a reasonable long-distance parent-time schedule during any overseas assignment that preserves Respondent's meaningful relationship and regular communication with the minor child, taking into consideration the child's school schedule, the parties' military obligations, travel time, travel costs, and the distance between the parties' residences.

CHILD SUPPORT

8. Petitioner is currently employed and has a gross monthly income of $7,119.00 for the purposes of calculating child support.

9. Respondent is currently employed and has a gross monthly income of $6,850.00 for the purposes of calculating child support.

10. The sole custody worksheet shall be used with the Petitioner's income set at $7,119.00 and the Respondent's income set at $6,850.00.

11. Pursuant to U.C.A. §81-6-101 et seq a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of $629.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a 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. When a 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.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this 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.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs

of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

12. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the

result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.

c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. 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 written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work related child care expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent

upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. 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.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

14. The parties shall equally share the costs associated with the following expenses related to the minor children:

a. Cell phones

b. Car insurance

c. School fees and costs, to include school uniforms

d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the child participates are approved.

e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes with Petitioner claiming E.J.N. in odd years and Respondent claiming E.J.N. in even years

16. For the Respondent to claim the minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property. Said personal property has already been divided and each party shall be awarded the property currently in their possession.

19. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2013 Toyota Tacoma		X	There is no loan against this vehicle.
2023 Toyota Highlander	X		Petitioner shall be responsible for the loan against this vehicle.

20. The parties shall take all necessary steps to transfer the vehicles into their own names within thirty (30) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

21. The real property located at 2574 W. 3100 S., Syracuse, Utah 84075 ("the marital residence") shall remain available for Petitioner's residence until Petitioner receives military Permanent Change of Station ("PCS") orders requiring Petitioner to relocate. Upon Petitioner's receipt of PCS orders, the parties shall promptly begin the process of listing the marital residence for sale with a licensed real estate agent mutually selected by the parties.

22. The parties shall cooperate in good faith and timely take all actions reasonably necessary to facilitate the listing and sale of the marital residence. In the event of any disagreement regarding the listing price, price reductions, repairs, maintenance, preparation or staging of the property, marketing, showings, acceptance of offers, closing terms, or any other matter related to the sale, the parties shall defer to and follow the reasonable recommendations of the mutually selected real estate agent.

23. Until the marital residence is sold, both parties shall remain obligated on the existing mortgage, and each party shall be responsible for fifty percent (50%) of all reasonable costs associated with the residence, including but not limited to the mortgage payments, property taxes, homeowner's insurance, utilities, maintenance, and repairs.

24. Upon sale of the marital residence, the outstanding mortgage balance, liens, real estate commissions, customary closing costs, and all other reasonable costs associated

with the sale shall first be paid from the sale proceeds. Any remaining net proceeds shall be divided equally between the parties, with each party receiving fifty percent (50%).

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS INTERESTS

25. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

26. Each party shall be awarded the bank accounts in their respective names.

27. Each party shall be awarded the retirement/pension and investment accounts in their separate names free and clear from any claim by the opposing party.

DEBTS AND OBLIGATIONS

28. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other
American Express account ending 2007	50%	50%	The American Express account has an outstanding balance of approximately $5,630.77. The parties shall each be responsible for fifty percent (50%) of the outstanding balance. Petitioner is the primary account holder and shall be awarded the American Express account as Petitioner's sole and separate

			account. Respondent shall be removed as an authorized user or joint account holder, as applicable, and the parties shall cooperate in completing any steps reasonably necessary to remove Respondent from the account.
Apple card ending 9983	50%	50%	The Apple Card has an outstanding balance of approximately $10,287.54. The parties shall each be responsible for fifty percent (50%) of the outstanding balance. Petitioner is the primary account holder and shall be awarded the Apple Card as Petitioner's sole and separate account. Respondent shall pay Petitioner $5,143.77, representing Respondent's fifty percent (50%) share of the existing balance.
2023 Toyota Highlander auto loan	100%		
TSP Loan ending 0645	50%	50%	The TSP loan has an outstanding balance of approximately $6,372.52. The parties shall each be responsible for fifty percent (50%) of the outstanding balance.
Personal loan ending 3057		100%	
All other debts in Petitioner’s name	100%		
All other debts in Respondent’s name		100%	

29. Pursuant to §81-4-204(1)(e) Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

30. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

31. Both parties knowingly, voluntarily, and expressly waive any and all rights to receive spousal support or alimony from the other party, now and in the future. The parties acknowledge that this waiver is final, binding, and non-modifiable except by written agreement approved by the Court.

TAX RETURN

32. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

33. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

34. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

35. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

36. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

37. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

38. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek 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.

39. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

40. Petitioner may be restored to her maiden name of Samantha Autumn Kless if she so desires.

NAZARIO and NAZARIO

PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

   a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the child.

   b. Each parent shall support and encourage the child's meaningful relationship with the other parent.

   c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.

b. Parents shall timely share important information regarding the child's schooling, health, social activities, and other relevant matters.

c. If information is available through public sources (e.g., school portals), each parent shall access it directly.

3. Joint Legal Decision-Making

a. The Parties shall jointly decide major decisions affecting the child, including:

i. Education and daycare

ii. Medical, dental, counseling, and orthodontic care

iii. Religious upbringing

iv. Extracurricular activities

b. Decision-making process:

i. Identify the issue

ii. Develop possible solutions

iii. Select the most reasonable solution in the child's best interests

4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:

a. They may defer to the recommendations of an expert. If they still do not agree;

b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).

c. Agreements reached in mediation shall be reduced to writing and signed by both.

d. Only after a good-faith mediation attempt may a party seek Court involvement.

e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.

5. Day-to-Day Responsibility

a. The parent exercising parent-time shall make routine daily decisions.

b. Either parent may make necessary emergency decisions regarding the child's health or safety and shall inform the other immediately.

6. Information Access

a. Both parents shall have direct access to all school, medical, dental, and mental health records.

b. Each parent shall notify the other of medical appointments and emergencies.

c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

a. Both parents may visit the child at school, receive school communications, and check the child out when necessary.

b. Disputes regarding education shall first go to mediation.

8. Medical Treatment Restrictions

a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.

b. Costs must be agreed in writing before scheduling.

c. Violating parent may be denied reimbursement.

9. Parent-Time Travel Expenses

a. The parties shall each be responsible for fifty percent (50%) of all reasonable travel and transportation expenses necessary for the minor child to exercise Respondent's summer parent-time.

b. Respondent shall be solely responsible for one hundred percent (100%) of all reasonable travel and transportation expenses necessary for the minor child to exercise Respondent's holiday parent-time.

10. Travel Notice Requirements

a. Either parent may travel domestically with the minor child during their own parent-time without needing advance permission, provided they give standard notice.

b. Any international travel, or any travel that would interfere with the other parent’s scheduled parent-time, must be mutually agreed to in advance and in writing.

c. When traveling with the child, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):

i. Itinerary with travel dates

ii. Destination(s)

iii. Contact information

iv. Name/phone of a third party aware of the child's location.

11. Child's Important Documents

a. The parties shall provide access to and exchange the minor child's important documents, including but not limited to passports, birth certificates, and Social Security cards, within forty-eight (48) hours of a request by the other parent.

b. If the requested documents are not reasonably available due to a party being out of town or otherwise away from the documents, the documents shall be provided immediately upon that party's return.

c. The parties shall cooperate in good faith to ensure timely access to such documents when needed for the benefit of the minor child.

12. Participation in Activities

a. Both parents may attend the child's school events, church functions, activities, recitals, and sports.

b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

13. Exchanges and Transportation

a. The receiving parent shall pick up the child at the designated start of their parent-time.

b. Child shall be ready on time for exchanges.

14. Contact Information

a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

15. Parent/Child Communication

a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.

b. The child may contact either parent at any time.

c. A parent shall reasonably facilitate calls when requested by the child.

16. Right of First Refusal

a. Parental care is preferred over surrogate care.

b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.

c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.

d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor child.

e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

17. Conduct Around the Child

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the child’s presence.

b. Neither party shall discuss court matters with or in front of the child.

c. Neither party shall disparage the other on social media or in public.

18. Introducing New Partners

a. Parents shall not introduce dating partners to the child until the relationship is committed and exclusive.

b. Notice shall be given to the other parent beforehand.

19. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

20. Substance Use Restrictions

a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the child or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the child's reach.

21. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 8th day of October 2026.

E-signed by Wade Taylor
with permission of Samantha Nazario

/s/ Samantha Nazario
_____
SAMANTHA NAZARIO
Petitioner

APPROVED AS TO FORM this 9th day of October 2026.

E-signed by Wade Taylor
with permission of Marco Nazario

/s/ Marco Nazario
_____
MARCO NAZARIO
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 8th day of October 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

SAMANTHA NAZARIO
Petitioner
Email: skless97@gmail.com

MARCO NAZARIO
Respondent
Email: mnaz498@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR
Attorney