



CHRISTOPHER J. MARTINEZ #14464
LEGAL AID SOCIETY OF SALT LAKE
960 South Main Street
Salt Lake City, Utah 84101
Telephone: (801) 328-8849
Email: cmartinez@lasslc.org
Attorney for Respondent

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of

AUSTIN ROBERT GILES,

Petitioner,
and

SHAYLYNN GILES,

Respondent,

STATE OF UTAH, Office of Recovery
Services,

Intervenor.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 244905139 DA

Judge RICHARD PEHRSON

Commissioner JOANNA SAGERS

The above-entitled matter came before the Honorable Judge RICHARD PEHRSON. Respondent, SHAYLYNN GILES, (herein after referred to as “Shaylynn” or “Respondent”) was represented by Christopher J. Martinez, LEGAL AID SOCIETY OF SALT LAKE. Petitioner, AUSTIN ROBERT GILES’s, (herein after referred to as “Austin” or “Petitioner”) was represented by Brittany Skinner. The Court received the parties' written Stipulation and Settlement Agreement and parties consent to enter a Decree of Divorce pursuant to said Agreement. The parties have attended the Mandatory Divorce Education Course. The Court,

having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The Parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Provisions Relating to Child Custody and Parent-Time

2. There have been two (2) minor children born as issue of this marriage, to wit:

**E.G.G., born December of 2018; and
E.S.G., born April of 2024.**

3. Both parties are awarded joint physical and joint legal custody of the minor children at issue. Shaylynn shall be considered as the custodial parent and Austin shall be considered as the noncustodial parent for the holiday schedule below. Pursuant to Utah Code § 81-9-305 and based on the facts that (1) Austin has been actively involved in the minor children's lives, (2) the parties are able to communicate effectively regarding the minor children or Austin has a plan to accomplish effective communications regarding the minor children, (3) Austin has the ability to facilitate the increased parent-time and that (4) increased parent-time would be in the best interest of the minor children, Austin is awarded rights of parent-time with the minor children of the parties pursuant to the following schedules and for the purpose of calculating child support Shaylynn will have the children 183 overnights and Austin will have the children 182 overnights:

Week A:

Monday: Austin will drop off children at school when applicable. For non school days or for children under school age, Austin will drop off to Shaylynn by 9 am. Shaylynn will have the children overnight

Tuesday: Children will be with Shaylynn during the day, Austin will pick up by 5:30 for an overnight visit

Wednesday: Austin will drop off children at school when applicable. For non school days or for children under school age, Austin will drop off to Shaylynn by 9 am. Shaylynn will have the children overnight

Thursday: Children will be with Shaylynn during the day, Austin will pick up by 5:30 for an overnight visit

Friday: Austin will drop off children at school when applicable. For non school days or for children under school age, Austin will drop off to Shaylynn by 9 am. Shaylynn will have the children overnight

Saturday: Children will spend the day and night with Shaylynn

Sunday: Children will spend the day and night with Shaylynn

Week B:

Monday: Children will spend the day with Shaylynn, Austin will pick up for extended visit by 5:30 pm

Tuesday: Children will spend the day and night with Austin

Wednesday: Austin will drop off children at school when applicable. For non school days or for children under school age, Austin will drop off to Shaylynn by 9 am. Shaylynn will have the children overnight

Thursday: Children will spend the day and night with Shaylynn

Friday: Children will spend the day with Shaylynn, Austin will pick up for extended visit by 6:00 pm

Saturday: Children will spend the day and night with Austin

Sunday: Children will spend the day and night with Austin

e. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. 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 of the 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 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 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 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	(1) Holiday begins on Mother's Day at 9 a.m.	Every year	Every year if

Day:	(2) Holiday ends on Mother's Day at 7 p.m.	if noncustodial parent is the mother or other parent designated in the order.	custodial parent is the mother or other parent designated in the order.
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.	Every year if noncustodial parent is the father or other parent designated in the order.	Every year if custodial parent is the father or other parent designated in the order.
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 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th 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 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 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 31 st 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
Veteran's Day Holiday:	(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 Holiday:	(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 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 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 27 th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that 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 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

4. Child under Five: Austin is awarded rights of parent-time with the minor children of the parties under the age of five so that parent-time is uniform based on the schedule above.

a. Both parents shall be polite and cordial and behave maturely during exchanges of the children. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

b. It is fair and reasonable that both parties are mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

c. Both parents are mutually restrained from disparaging the other in the presence of the minor children or on social media and shall prevent third parties from doing the same.

d. Both parents are mutually restrained from harming or threatening harm to the other party and shall prevent third parties from doing the same.

e. Both parents are mutually restrained from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor children and shall prevent third parties from doing the same.

f. The parents shall keep all potentially dangerous substances locked away and out of reach of the minor children. Both parents shall be mutually restrained from excessively drinking alcohol or using illegal drugs or taking prescription medications for other than their intended use, during or immediately prior to exercising parent-time and shall prevent third parties from doing the same.

g. Both parents shall keep the other apprised of their current address, telephone number, and email address at all times.

h. Pick up and drop off exchanges of the minor children for parent-time shall take place as the parties agree.

PARENTING PLAN

5. A parenting plan in compliance with Utah Code Annotated Sections 81-9-101

through 81-9-204(10) is set forth below:

Information Sharing

a. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.

b. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's lives, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

c. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools for each parent to receive a copy of the children's report cards, school calendars, etc.

d. Unless each parent has independent access to this information, each parent shall share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs,

church programs, sporting events, recitals, performances, practices and other significant events involving their children.

Co-Parenting Conduct

e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.

f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so. Both parties shall be restrained from harassing, intimidating, or threatening one another by any means including electronically. Both parties shall be restrained from disturbing the peace of the other party or intruding on the other parties' personal affairs. Both parties shall respect the others wishes if physical separation is requested by either party, except in cases of routine parent time exchange or emergency.

g. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties shall respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

h. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

Parent-Time

i. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

j. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

k. Both parents shall give special consideration to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedules.

l. Neither parent shall schedule or promote to the children events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children. If the other parent has something scheduled or decides that the children cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the children.

m. For school and other purposes, the residence of the parties' minor children shall be with Shaylynn.

n. Both parents shall have access to the children during school and authority to check the children out of school.

o. Regular school hours may not be interrupted for school-aged child/ren for the exercise of parent-time by either parent unless agreed to in writing.

p. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

q. Both parents shall have the children ready for transfers and at the appointed time. If a parent is unable to transfer the children because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Decision Making

r. The parent who has physical custody of the children may make day-to-day decisions without having to consult with the other parent.

s. When there is a major decision regarding the minor children such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the children.

t. If the parents cannot reach a mutual decision, neither party will make the final decision.

u. If the other parent believes that said decision is contrary to the best interests of the children, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, or through Utah Dispute Resolution if they cannot agree. The requesting parent shall pay the cost of mediation, subject to further order of the court. If the parents reach an agreement in mediation, a copy of the agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

Health Care

v. A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

w. In the event of a medical emergency involving the children, the parent with whom the children are with at the time of the medical emergency may make emergency treatment decisions regarding the minor children and must notify the other parent of the medical emergency immediately.

x. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.

y. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

Child Care

z. Parental care shall be presumed to be better care for the children than surrogate care and the parents agree to cooperate in allowing the parent who is willing and personally able

to do so to provide the childcare. Childcare arrangements existing during the relationship are preferred, as are childcare arrangements with nominal or no charge.

aa. In the event that surrogate care providers are utilized by the parents, each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

bb. If either parent is going to be out of town or away from the children overnight or longer, the traveling parent shall offer the other parent the first right of refusal to care for the children. The parents shall provide as much advance notice as possible regarding travel or proposed changes to their parent-time schedule so the parties can make arrangements to provide surrogate care whenever possible. This provision is not intended to preclude the children from having sleepovers with friends or grandparents or preclude participation in extracurricular camps or other sleep-away school or religious opportunities. The parent exercising their “right of first refusal” will be responsible for picking up and dropping off the minor children unless the parties agree otherwise in writing.

Vacations / Travel

cc. If a parent travels with the children out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children’s location.

dd. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

i. Any travel out of the country must be agreed to in writing.

ii. Neither parent shall unreasonably withhold consent for international travel with the children, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed upon international travel.

Relocation

ee. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of joint physical custody to be re-examined.

ff. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the "Relocation Statute" outlined in Utah Code § 81-9-209 shall apply.

Child's Needs

gg. The parties acknowledge that all children share common needs regarding their parents and both parents shall work to ensure that these needs are being met:

i. A child should be able to love and be loved by both parents without feeling guilt or disapproval.

ii. A child should be protected from parents' anger with each other.

iii. A child should be kept out of the middle of the parents' conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.

iv. A child should not be placed in a situation where they have to choose one of the parents over the other.

v. A child should not have to feel responsible for the burden of either of the parents' emotional problems.

vi. A child should know well in advance about important changes that will affect the child's life; for example, when one of the parents is going to move or get remarried.

vii. A child should have reasonable financial support during their childhood.

viii. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.

ix. A child should be able to just be a child.

END OF PARENTING PLAN

Provisions Relating to Child Support Payments

6. Shaylynn is employed, earns \$13 per hour, works 26 hours per month and therefore grosses \$338 per month. Shaylynn also receives Social Security Disability Insurance in the amount of \$949 per month and SNAP Benefits in the amount of \$463 per month and pursuant to Utah Code 81-6-203(7) neither may be included when calculating the gross income of a parent. Both minor children of the parties are considered medically complex and require daily medical care and appointments, of which Shaylynn almost exclusively facilitates and require

Shaylynn's presence in the home. Therefore, no income shall be imputed for the purpose of calculating child support.

7. Upon information and belief, Austin's gross monthly income is \$4,300.

8. Pursuant to Utah Code § 81-6-212 et seq. Austin is ordered to pay child support to Shaylynn commencing December 1, 2025, as follows:

a. The sum of **\$541** per month as base support for the minor children of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. 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, unless the custodial parent uses the Office of Recovery Services to collect support. 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 day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, 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 obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income

withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Austin should make child support payments directly to Shaylynn.

d. Pursuant to Utah Code § 81-7-102, all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Austin. If Shaylynn is the ORS applicant and the fee is withheld by ORS from payments to Shaylynn, Austin shall reimburse Shaylynn for the fee.

g. Neither party owes any child support arrears as of November 2025.

h. Pursuant to Utah Code § 81-6-104 and 81-6-204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be **\$541**.

i. 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, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child

support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under 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. Under Utah Code Ann. § 26B-9-211, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4), 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: (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 parent; (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 parent 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.

Provisions Relating to Health Insurance

9. Pursuant to U.C.A. § 81-7-102, the parent(s) shall provide health care coverage, as defined by Utah Code Section 81-6-101, for the medical expenses of the dependent children.

a. Both parties will share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium 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 minor children of the parties in this case.

b. Both parties will share equally all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. The parent ordered to maintain insurance will provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses will provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical 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 comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided will reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of **Austin** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Shaylynn** shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

Provisions Relating to Child Care Expenses

10. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent will begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care 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.

c. The parent to whom written verification is provided will reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Debts and Obligations

11. Austin shall assume and pay, and hold Shaylynn harmless from liability on, all debts and obligations incurred by the parties prior to the date of separation, August 1, 2024. Thereafter, all debts and obligations contracted by the parties are the responsibility of the party who incurred the particular debt. Pursuant to Utah Code § 81-4-406(3) the parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate current addresses.

Provisions Related to Personal Property

12. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties are awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

13. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

14. Neither party is awarded alimony.

Provisions Relating to Pension and Related Assets

15. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Restraining Order

16. The parties are permanently restrained from bothering, harassing, annoying, threatening, or harming each other at each other's place of residence, employment or any other place.

Taxes

17. Shaylynn shall be entitled to claim one of the minor children as an exemption for the purpose of filing federal and state income tax returns every year. Provided that Austin is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, Austin shall be entitled to claim one of the minor children as an exemption for the purposes of filing federal and state income tax returns every year.

a. At such time there is only one minor child who can be claimed and provided that Austin is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, the parties shall be entitled to claim the child as an exemption for the purpose of filing federal and state income tax returns in alternating years with Shaylynn claiming the child in **odd** numbered years and Austin in **even** numbered years.

b. If Austin is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year, Shaylynn shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal and state income tax returns.

Attorney Fees

18. Each party is ordered to assume his/her own costs and attorney fees incurred in prosecuting this action.

Name Change

19. Shaylynn is restored the use of her former name, Shaylynn Ellis, if she so desires.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Approved as to form:

/s/ Brittany Skinner

Brittany Skinner, Attorney for Petitioner

Signed by Christopher J. Martinez with permission of

Brittany Skinner given via email on April 9, 2026

/s/ Tony LeBlanc

Tony LeBlanc, Intervenor

Signed by Christopher J. Martinez with permission of

Intervenor given via email on April 17, 2026

CERTIFICATE OF SERVICE AND*NOTICE OF RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, I hereby certify that on the 1st day of April 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served ☐ via the court's electronic filing system, ☐ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☒ via e-mail, as addressed, to:

Brittany Skinner, *Attorney for Petitioner*
bskinner@davismiles.com

Tony LeBlanc, *Intervenor*
tleblanc@agutah.gov

/s/ Kristie Cowman

Kristie Cowman, Paralegal to
Christopher J. Martinez, Attorney for
Respondent

*Notice of objections to this order must be submitted to the Court and counsel within seven days after this service. Should no objection to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.