The Order of the Court is stated below:
Dated: May 08, 2026 02:17:18 PM **/s/** AMBER M. METTLER
District Court Judge

Daniel L. Heaps, 18012
STOWELL CRAYK LLC
4252 South 700 East,
Millcreek, Utah 84107
Telephone: (801) 944-3459
Facsimile: (801) 483-0705
Email: daniel@lawscb.com
Attorney for Petitioner

THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE CHILD OF:	**DECREE OF PARENTAGE AND CUSTODY**
CARLOS MORENO MARTINEZ, Petitioner, and BEATRIZ EULALIA JIMENEZ LOPEZ, Respondent.	Civil No. 254905254 Judge Amber M Mettler Commissioner Michelle Blomquist

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Parentage and Custody. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on January 16, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement* finding said Agreement fair, equitable, in the best interests of the minor child, and in the best interests of the parties, and otherwise being fully

advised in the premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Respondent is a bona fide resident of Salt Lake County, State of Utah.

3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-4-402

4. The parties are the biological parents of one (1) minor child to wit: **[A.M.L. DOB 9/15/19].**

PROVISIONS RELATING TO THE UNIFORM CHILDREN CUSTODY JURISDICTION AND ENFORCEMENT ACT

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 et seq. in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. Pursuant to Utah Code Annotated § 78B-13-209, said minor child currently resides in Salt Lake County.

c. Petitioner does not know of any person, not a party to these proceedings who has physical custody of the child or who claims rights of legal custody or

physical custody of, child support or visitation/parent time rights with respect to the child.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

6. Joint Legal Custody/Decision Making Process: The parties shall be awarded joint legal custody of the minor child. In the event of a dispute regarding major decisions for the minor child, the parties shall (1) defer to the recommendation of a professional in the field. If there is still no agreement after consulting with a professional, the parties shall (2) promptly schedule mediation and attempt to resolve the dispute at mediation. If there is still no agreement, Respondent shall have final decision-making authority, subject to Petitioner's right to seek court intervention.

7. School: The child shall attend school in either of the Granite or Jordan school districts.

8. Physical Custody and Parent-Time: Respondent shall be awarded sole physical custody of the minor child, subject to Petitioner's reasonable parent-time. Parent-time shall be as the parties agree. If they do not agree, Petitioner's parent-time shall be pursuant to Utah Code Ann. 81-9-302. Neither party can change the parent-time schedule without express written permission from the other party.

9. Relocation: If a party intends to relocate 150 miles or more from the other party, that party must follow Utah Code Ann. 81-9-209.

10. Pickup and Delivery for Parent Time: Parent-time exchanges shall be as the parties agree. If the parties do not agree, the receiving parent shall pick up the minor child at the other parent's residence in Salt Lake County. All exchanges shall be curbside.

11. **Summer/Extended Parent Time:** The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. § 81-9-302 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

12. **Holidays:** The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. § 81-9-302 if they cannot agree, with Respondent being designated as the custodial parent.

PARENTING PLAN

13. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. § 81-9-302 the following advisory guidelines in Utah Code Ann. § 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

14. Day-to-day decisions involving the child shall be made by the parent with whom the child is then located. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time.

15. **Notice of Events:** The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parents are entitled to attend and participate fully.

16. **Travel:** The parties shall provide each other notice of planned travel with the minor child pursuant to Utah Code Ann. 81-9-202.

17. **Notice Regarding Illnesses:** The parties shall notify one another of any illness that the child has while in their home for parenting time. They shall also keep one another

informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.

18. Sharing of Information: The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another aware of what is happening in the child's life.

19. Reasonable Contact: Each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

20. Extracurricular Activities: The parties shall equally share the costs of all extracurricular activities for the minor child that are agreed upon in writing. If a parent wishes to enroll the child in an extracurricular activity that the other parent doesn't agree to, the proposing parent shall be 100% responsible for the cost of that activity. Both parents shall be able to participate in the extracurricular activities even if they do not assist in paying for them.

21. Right of First Refusal: Parental care is presumed to be better care for the minor child than surrogate care. If either party shall be away from the child overnight, the other parent shall have the first right of refusal if the parent is available and able to provide transportation. "Overnight" is defined as anytime a party shall be away from the child after 8:00 PM.

22. Communication: The parties shall only communicate with each other via text message and only concerning the minor child. All communications between the parties shall be civil and the parties shall make a good faith effort to respond to messages

appropriately and in a timely manner. For messages necessitating a response, a response is required within 48 hours barring any extenuating circumstances.

23. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

24. Petitioner is employed and his gross monthly income is $4,333 for purposes of calculating child support.

25. Respondent is employed and her gross monthly income is $3,813 for purposes of calculating child support.

26. Pursuant to Utah Code Ann. § 81-6-202 Petitioner shall be ordered to pay child support in the amount of $460 per month to Respondent for the minor child of the parties under a sole custody worksheet pursuant to the Uniform Children Support Guidelines until such child reaches 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

PROVISIONS RELATING TO HEALTH INSURANCE

27. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it’s available at a reasonable cost.

28. If, at any 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 Respondent shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Petitioner shall be considered the secondary coverage for the child.

29. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children'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 in the instant case.

30. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

31. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

32. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent

within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

33. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

34. The parties shall pay for their own reasonable work-related childcare expenses if necessary.

TAXES

35. The parties shall alternate claiming the minor child as a dependent for federal and state tax purposes, and receive any credits associated therewith. Petitioner shall claim the minor child on odd-numbered tax years and Respondent on even-numbered tax years.

36. Pursuant to Utah Code Ann. § 81-6-210, a party's right to claim a child on taxes should be based on the obligor parent being current in the payment of all child support and child-related expense obligations by December 31st of the tax year in question.

ATTORNEY'S FEES

37. Both parties shall pay their own attorney's fees.

MUTUAL RESTRAINING ORDERS

38. The parties shall be restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited phone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence or employment.

39. The parties shall be prohibited from disparaging or talking negatively about the other parent or from discussing this legal case with, or within earshot, of the parties' minor child and are to instruct third parties to also be so restrained. The child shall not be used as a messenger.

MISCELLANEOUS PROVISIONS

40. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

SO ORDERED

COURT SIGNATURE AT TOP

Approved as to Form:

/s/ Trevor Fugate
Trevor Fugate
Attorney for Respondent
(Signed with permission granted
via email on May 5, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of May, 2026, the office of Daniel L. Heaps electronically filed the foregoing **DECREE OF PARENTAGE AND CUSTODY** with the Clerk of the Court using the ECF system and sending automatic notification to the following:

Trevor Fugate
Attorney for Respondent

/s/ Daniel L. Heaps