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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Custody of the Child of:

AIDE CATALINA ZAMORA,

Petitioner,

and

JOSE AURELIO NUNEZ,

Respondent.

DECREE OF CUSTODY

Civil No. 254906719

Judge: **JAMES GARDNER**

Commissioner: **MICHELLE
BLOMQUIST**

The above-entitled matter comes before the Court, the Honorable Judge James Gardner presiding. Petitioner is represented by Christopher M. Ault; Respondent is represented by Chelsea Hoffman. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. Petitioner and Respondent are not married, but at one time, they maintained an intimate relationship and are the parents of two minor children: M.K.N., born October 2016; and O.S.N., born September 2017.

CUSTODY, TRANSPORTATION, AND PARENT TIME PROCEDURES

2. **Joint Legal Custody:** The parties shall be awarded joint legal custody of the minor children. The parties shall discuss with each other all major decisions concerning the child, including their health, education, and general welfare. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions with each other. (3) If the parties cannot agree, then consult professionals (e.g., doctor, dentist, therapist, etc.); and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. If the parties reach an impasse, they shall attend mediation. If mediation is unsuccessful then they may bring the issue to the Court. The parties shall equally share the cost of mediation.

a. Specifically for medical decisions: the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions with each other. (3) If the parties cannot agree, then consult professionals (e.g., doctor, dentist, therapist, etc.); and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. Neither party shall unreasonably withhold recommended treatment. If the parties reach an impasse, they shall attend mediation. The parties shall equally share the cost of mediation.

3. **Sole Physical Custody:** Petitioner shall be awarded sole physical custody of the minor children.

4. **Parent Time:** Parent time shall be as the parties agree. If the parties cannot agree, the Respondent shall have parent time as follows:

Respondent shall have parent time with M.K.N. pursuant to Utah Code Ann.

§ 81-9-302.

a. In lieu of Friday overnights, Respondent shall have parent time on every Monday evening from 5:30 pm to 8:30 pm.

b. Respondent's Wednesday parent time shall be from 5:30 pm to 8:30 pm

c. The youngest child, O.S.N., has been reluctant to participate in parent time with the Respondent. O.S.N. shall continue participating in therapy with a licensed child therapist. Respondent shall not have overnight parent time with O.S.N. The therapist shall guide the increase in parent time in accordance with Utah Code Ann. § 81-9-302. The parties shall also consider the child's comfort level when starting increased parent time, specifically overnights.

d. For the purpose of notification for the exercising of extended parent-time for summer break of 2026: the parties shall notify each other by May 31, 2026.

5. Transportation. Parent-time exchanges shall occur as the parties agree. If the parties cannot agree, then exchanges shall occur as follows:

a. For weekend visits, the parent ending his/her parent time shall drop off the children to the other parent's curbside.

b. Exchanges for Wednesday visits shall occur at the In-N-Out at Valley Fair Mall in West Valley City. The address of the location is 3715 Constitution Blvd., West Valley City, UT 84119. Shall the receiving parent have to wait

longer than 10 minutes, they are permitted to return to their house and the exchange shall take place at that parent's house.

c. Exchanges for Monday visits shall occur curbside at Petitioner's residence, Respondent to provide transportation both ways.

d. Petitioner's adult children may assist in transporting the minor children for parent time exchanges.

6. **Virtual Parent Time:** Respondent shall have reasonable virtual parent time with the children. The children have their own phones, and the Respondent may call the children once between 4-8 pm on school nights, and once between 9 am – 8 pm on weekends.

7. **Clothing and Personal Belongings:** Each party shall have appropriate clothing, shoes, hygiene products, personal belongings, etc., for the children at their home. These items shall belong to the children, not to the party that purchased them. The children are free to bring these belongings back and forth between the parties' homes as they desire.

8. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. §81-9-209, with the presumption of the children remaining in Utah.

If either parent moves more than 45 miles away from the other, the parties shall discuss potential changes to parent time. If the parties are not able to come to an agreement, they shall attend mediation. The parties shall equally share the cost of mediation.

PROVISIONS RELATING TO PARENTING AND EDUCATION PLAN

9. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. § 81-9-202

as the binding Parenting Plan. In addition, the parties shall abide by the following provisions:

- a. Both parties shall be ordered not to consume any illicit drugs nor consume alcoholic beverages to an excess while caring for or visiting with the minor child, nor consume any illegal drugs or drink alcoholic beverages to excess for a period of not less than twelve (12) hours prior to parent time and prior to driving with the minor child. The Respondent shall obtain a BACtrack S80 breathalyzer device and provide a breathalyzer test at the Petitioner's request, limited to before, during, or after parent time. If 12 months pass without incident, the breathalyzer requirement shall be dropped. However, if the parties' minor children report Respondent's use of alcohol during parent time subsequent to the requirement being dropped, the breathalyzer requirement shall be reinstated. Both parties shall be ordered not to allow third parties to be intoxicated or use illicit drugs while in the presence of the minor child and shall be required to remove the minor child from the presence of any such person immediately;
- b. The parties shall cooperate in obtaining a passport for the minor child. The party first obtaining the passport shall pay the costs associated with the passport. The parties shall cooperate in sharing the passport when it is needed. When not in use, the passport for the minor child shall remain with Petitioner;
- c. The minor child shall not have any permanent procedures that alter the child's appearance, such as cosmetic surgery, piercings, tattoos, etc., without

mutual consent of both parties, in writing;

d. The parties shall not use corporal punishment as a means of discipline and shall not allow others to do so;

e. The parties shall keep alcohol, prescription medication, and firearms in a secure location when the minor child is in his or her care;

f. Both parties shall have access to the minor child's school, church, medical and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored, and both parties shall be entitled to attend and participate fully;

g. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the minor child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

h. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor child;

i. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

- j. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;
- k. When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;
- l. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of having knowledge of the change;
- m. The parent who has the minor child in his or her care may make minor day-to-day decisions regarding the minor child without having to consult with the other parent;
- n. Whenever the minor child travels with either parent overnight or longer, the traveling parent shall provide the other parent with an itinerary of travel dates, destinations and places where the traveling parent and minor child can be reached;
- o. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;
- p. Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), including funerals, weddings,

family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule. The parties shall make every effort to schedule their activities during their parent time;

q. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor child. The parent with the minor child in his or her care shall not interfere with the virtual parent-time;

r. The parties shall not put the minor child in the middle of their disputes;

s. The parties shall not discuss with the minor child or in the minor child's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;

t. The minor child shall not be used as messengers between the parents;

u. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child;

v. Each party shall have adequate clothing for the minor child at his or her residence, along with other necessities such as diapers and formula;

w. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his or her time or money;

x. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

- y. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor child;
- z. The party with the minor child in his or her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;
- aa. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;
- bb. Petitioner's home shall be designated home residence for purposes of identifying the appropriate school.

PROVISIONS RELATING TO CHILD SUPPORT

10. The Petitioner is employed and has a gross monthly income of approximately \$5,533.00, for purposes of child support.

11. the Respondent is employed and has a gross monthly income of approximately \$5,980.00, for purposes of child support.

12. Child support shall be calculated using a sole custody worksheet for two children. The Respondent shall pay \$961.00 to the Petitioner every month for base child support, commencing January 1, 2026, pursuant to the Utah Child Support Guidelines.

- a.** Child Support Arrearages: Petitioner shall be awarded child support

arrearages in the amount of \$444, which shall satisfy all child support arrearages due to Petitioner.

b. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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.

c. This child support may be submitted through Zelle, half on the 5th of the month and half on the 20th

d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11 parts 4 and 5 (as amended), and any Federal or State tax refunds or rebates due the obligor parent may be intercepted by the State of Utah and applied to any child support arrearages. This income withholding procedure shall apply to existing and future payors/obligors. All income withheld shall be submitted to the Office of Recovery Services until such time as the obligor party no longer owes child support to the person entitled to receive child support. 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 shall be sent elsewhere. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be

paid by the obligor party in addition to the base child support obligation.

PROVISIONS RELATING TO HEALTH INSURANCE

13. Pursuant to Utah Code Ann. § 81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 with regard to health insurance for the minor child.

PROVISIONS RELATING TO CHILD CARE

14. The parties shall be equally responsible for reasonable work-related child care costs and expenses pursuant to Utah Code Ann. § 81-6-209.

15. Each party will provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter upon the request of the other parent.

16. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days after the day on which the change occurred.

17. Respondent shall pay to Petitioner arrearages in the amount of \$323.18. Petitioner shall provide receipts for arrearages, which will satisfy all child care arrearages due to Petitioner

PROVISIONS RELATING TO TAXES

18. The parties shall each claim one child as a dependent for purposes of filing federal and state taxes, with Petitioner claiming the youngest child and Respondent claiming the oldest child each year, while both children are still minors.

19. After the oldest child reaches the age of eighteen, the parties shall alternate claiming the child, with Petitioner claiming the child in even years and the Respondent claiming the child in odd years

20. Respondent must be current on all support payments by December 31st each year in order to claim the child on his taxes.

PROVISIONS RELATING TO MUTUAL RESTRAINING ORDER

21. Both parties shall be restrained from making disparaging remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing, or otherwise. Both parties are mutually restrained from annoying, harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph 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. As used in this paragraph, disparage and derogatory mean to say anything ill of the other, whether they believe it to be true or not.

ATTORNEY FEES

22. The parties shall each be responsible for their own attorney fees.

MISCELLANEOUS

23. May 2026 child support, child care arrearages, and child support arrearages payment schedule:

- a. May 7, 2026 – first half of May 2026 child support due, totaling \$480.50
- b. May 7, 2026 – first half of child support and child care arrearages due,
\$383.59
- c. May 14, 2026 – second half of child support and child care arrearages due,
\$383.59
- d. May 20, 2026 – second half of May 2026 child support due, \$480.50

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/Chelsea Hoffman

Chelsea Hoffman

Attorney for Respondent

signed by Christopher M. Ault

with permission from Chelsea Hoffman

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

CERTIFICATE OF SERVICE

I certify that on May 22, 2026, I served a copy of the above document on the following people by the method indicated:

Chelsea Hoffman Attorney for Petitioner	<input type="checkbox"/> Mail <input type="checkbox"/> Electronic filing <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Left at business <input type="checkbox"/> Left at home
--------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

/s/ Alix Salvador

Alix Salvador