

The Order of the Court is stated below:

Dated: June 01, 2026
11:31:41 AM

/s/ TODD M SHAUGHNESSY
District Court Judge



SYDNEY MATEUS, #15891
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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH	
In the matter of the marriage of, MITRA ACHARYA, Petitioner, and RUPA BASTAKOTI, Respondent.	DECREE OF DIVORCE AND JUDGMENT Civil No. 254900272 Judge TODD M SHAUGHNESSY Commissioner RUSSELL MINAS

he above-entitled matter came before the Honorable TODD M SHAUGHNESSY for trial on April 1, 2026. Petitioner, MITRA ACHARYA (hereinafter referred to as “Mitra” “Petitioner”), was present and represented by his attorneys, Steve S. Christensen and R. Grant Ellsworth. Respondent, RUPA BASTAKOTI (hereinafter referred to as “Rupa” or “Respondent”), was present and represented by her attorney, Sydney Mateus, LEGAL AID

SOCIETY OF SALT LAKE. 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.

2. The Parties resided in the marital relationship in the State of Utah and therefore this Court has long-arm jurisdiction over the Parties pursuant to Utah Code § 78B-3-205.

Provisions Relating to the Child of the Marriage

3. There has been one (1) minor child born as issue of this marriage, to wit:

S.A. born February of 2024.

Provisions Related to Legal Custody

4. The Parties are awarded joint legal custody of the minor child.

Provisions Relating to Child Custody and Parent-Time

5. Rupa is awarded the sole physical custody of the Parties' minor child, subject to Mitra's right to parent-time at reasonable times and places pursuant to the following statutory ramp up schedule:

a. During the first month:

i. For the first two (2) weeks, Mitra is entitled to three (3) three (3) hours visits per week.

ii. For the next two (2) weeks, Mitra is entitled to one (1) eight (8) hour visit to take place on a Saturday or Sunday and one (1) three (3) hour midweek visit each week.

b. During the second month, Mitra is entitled to:

i. One (1) midweek visit of (3) hours each week;

ii. One (1) eight (8) hour visit on alternating weekends; and,

iii. One (1) overnight visit from 6:00 PM on Friday until 12:00 PM on Saturday on alternating weekends.

c. Beginning the third month and continuing thereafter, Mitra is entitled to parent-time pursuant to Utah Code Ann. § 81-9-304 in accordance with the minor child's age.

6. If the parent-time set forth in paragraph nine (c) (§ 9(c)) above is successful for a period of one (1) year, that will constitute a material and substantial change in circumstances so that Mitra may file a Petition to Modify to request to increase his parent-time.

a. Holiday parent-time shall be as the Parties agree. If the Parties do not agree as to a holiday parent-time schedule, the holiday parent-time schedule shall be pursuant to Utah Code Ann. §§ 81-9-304 and 81-9-302, as applicable, with Mitra named as the custodial parent.

PARENTING PLAN

7. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) should apply to govern all parent-time arrangements.

Information Sharing

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

9. 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.

a. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within twenty-four (24) hours of the change. Both parents shall also provide their contact information to all third parties who are important in the child's life, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

10. Both parents shall have access to all records of the child, 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 child. The parents shall

make arrangements with the minor child's schools for each parent to receive a copy of the child's report cards, school calendars, etc.

11. Unless each parent has independent access to this information, each parent shall share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor child. 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 child.

Co-Parenting Conduct

12. The Parties shall use AppClose for all communications, including messages about the child, reimbursement requests, shared calendars, etc.

13. All communications shall be civil and between the Parties only.

14. The Parties shall not use the minor child to relay messages or information.

15. Both parents are restrained from speaking derogatorily about the other party or their family or other known associates to or in the presence of the minor child, on any social media platforms, blog posts, or other electronic format, or otherwise broadcast any such negative thoughts and feelings and shall actively prevent third parties from doing the same.

16. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the child and the other parent and encourage third

parties to do the same. The Parties shall respect the child's rights to have a meaningful bond with each parent, stepparents, and other relatives.

17. Rupa is entitled to one (1) FaceTime call per day with the minor child during Mitra's weekend parent-time.

18. Mitra is entitled to two (2) FaceTime calls per week with an additional FaceTime call on weekends he is not exercising weekend parent-time.

Parent-Time

19. Both parents shall refrain from consuming alcohol to excess, using any illegal substances, or taking prescription drugs for other than their prescribed uses during or immediately prior to exercising parent-time and shall restrain third parties from doing the same.

20. Both parents shall be restrained from smoking cigarettes, e-cigarettes, vapes, etc. in the presence of the minor child and shall restrain third parties from doing the same.

21. The Parties shall not have any romantic partners stay overnight during their respective parent-time unless and until that parent is in a committed relationship with their romantic partner for a period of one (1) year.

22. Parent-time exchanges shall occur at a police station safe exchange zone with the relinquishing party removing the child from his or her vehicle and buckling the child into the child's car or booster seat in the receiving parent's vehicle. The Parties shall not speak or interact in any way during the parent-time exchange.

a. If a parent is unable to transfer the child because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate arrangements.

b. 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.

23. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing.

24. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations.

a. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least twenty-four (24) hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment but shall not unreasonably refuse.

25. Both parents shall give special consideration to make the child 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.

26. Neither parent shall schedule or promote to the child 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 shall notify the other parent of the event or activity and discuss with them the benefits of the child's attendance prior to discussing it with the child. If the other parent has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting parent shall abide by that decision and not attempt to influence the other parent through the child.

27. The Parties shall mutually determine the school for the minor as joint legal custodians and pursuant to the decision-making process outlined in paragraphs thirty-seven and thirty-eight (§§ 37-38), below.

28. Both parents shall have access to the child during school and authority to check the child out of school.

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

30. 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.

Decision Making

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

32. When there is a major decision regarding the minor child 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 child.

33. If the parents cannot reach a mutual decision, Rupa may make the final decision subject to Mitra bringing the matter before the Court for judicial review.

Health Care

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

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

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

37. 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

38. 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.

39. Both parents may contact any surrogate care providers, and any party using surrogate care shall ensure that any surrogate care provider he or she uses communicates with the other parent as needed regarding the minor child.

Fees

40. The Parties shall split all required and necessary school fees, such as registration, books, lab fees, uniforms, and supplies equally between the Parties.

41. The Parties shall equally share the cost of all extracurriculars agreed upon in writing between the Parties.

a. Neither party shall promote or enroll the minor child in any extracurricular activity that interferes with the other party's parent-time without express written permission of the other party.

42. If a party insists on a child engaging in an extracurricular that does not interfere with the other party's parent-time, that party shall bear the full cost of the extracurricular activity

Vacations / Travel

43. If a parent travels with the child 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:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling parent can be reached; and,

- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

44. 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 child or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

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

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

47. The minor child's passport shall remain with Rupa when not in use.

Relocation

48. 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.

- a. 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

49. 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:

- a. A child should be able to love and be loved by both parents without feeling guilt or disapproval.
- b. A child should be protected from parents' anger with each other.
- c. 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.
- d. A child should not be placed in a situation where they have to choose one of the parents over the other.
- e. A child should not have to feel responsible for the burden of either of the parents' emotional problems.
- f. 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.
- g. A child should have reasonable financial support during their childhood.
- h. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.

- i. A child should be able to just be a child.

Protective Order

50. The Protective Order in Third District Court case number 254900567 shall be amended at paragraphs five and twelve (§§ 5, 12) to allow for the Parties to communicate through AppClose, to allow for the Parties to have exchanges without a third party present, and to allow the Parties to assist the minor child with FaceTime calls to the other party without directly interacting with the other party.

END OF PARENTING PLAN

Provisions Relating to Child Support Payments

51. Mitra's monthly income for child support purposes is **\$3,466.00** per month.
52. Rupa's monthly income for child support purposes is **\$3,000.00** per month.
53. Pursuant to Utah Code § 81-6-202, Mitra shall pay to Rupa as and for child support beginning April 1, 2026:
 - a. The sum of **\$372.00** per month as base support for the minor child of the Parties pursuant to the Uniform Child Support Guidelines until said child becomes eighteen (18) years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one-half (½) on or before the 5th day of each month, and the other one-half (½) 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 fifty percent (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 twenty-five (25) of any thirty (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. § 62A-11 Parts 4 and 5 (1953 as amended). 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, Mitra shall make child support payments directly to Rupa.

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.

i. Pursuant to Utah Code § 81-7-102, unless otherwise specified, 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. However, any party may subsequently pursue income withholding through the Office of Recovery Services upon the date payment of child support becomes delinquent, the obligor or obligee requests, or the date the court or administrative body so modifies the order.

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 Mitra. If Rupa is the ORS applicant and the fee is withheld by ORS from payments to Rupa, Mitra shall reimburse Rupa for the fee.

g. When a child becomes eighteen (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.

h. 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. § 62A-11-306.2, if the child 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.

i. 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

54. Pursuant to U.C.A. § 81-7-102, *et seq.*, the parent(s) shall provide health care coverage, as defined by Utah Code Section 78B-12-102, for the medical expenses of the dependent child.

a. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child'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 child of the Parties in this case.

i. If both parents maintain health insurance for the minor child for which a premium is paid, each parent shall be solely responsible for their own premium without contribution from the other.

b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall 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 child, and thereafter on or before January 2 of each calendar year. The parent shall 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 shall provide written verification of the cost and payment of the expenses to the other parent within thirty (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 Subparagraph "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical

expenses one-half of the amount of the out-of-pocket costs within thirty (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 **Mitra** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Rupa** 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 Childcare

55. Pursuant to Utah Code § 81-6-209, both Parties shall share equally the reasonable work-related or career or occupational training related childcare expenses of the custodial parent.

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

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a 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 childcare provider or the monthly expense of childcare within thirty (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.

56. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare 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

a. Each party shall assume and pay one-half ($\frac{1}{2}$) of the debt owed to University Healthcare for the child's birth.

57. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

a. Pursuant to Utah Code § 81-4-406(3)(b) the Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the Parties' separate, current addresses.

Provisions Relating to Personal Property

58. 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.

a. All personal property not specifically addressed in the parties' divorce are divided as the parties have already divided it.

Provisions Relating to Real Property

59. 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

60. Each party is fully capable of supporting themselves and, therefore, neither party is awarded alimony at the present time.

Provisions Relating to Pension and Related Assets

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

Provisions Related to Taxes

62. Rupa is entitled to claim the Parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **even** numbered years. Providing that Mitra is current in all child support and all other financial obligations hereinby December 31st of a

given tax year, Mitra is entitled to claim the Parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **odd** numbered years.

a. In the event Mitra is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Mitra, Rupa is entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns for said tax year.

b. In the event the Parties file a joint income tax return for the year 2026, any income tax refund received for said year shall be divided equally between the Parties.

c. The Parties shall file income tax returns for the year 2026 in the manner that will be most profitable, and shall that mean filing jointly any income tax refund received for said year shall be divided equally between the Parties.

Miscellaneous Provisions

63. The Parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at their place of residence, employment or any other place.

Attorney's Fees

64. Each party shall pay his or her own attorney's fees.

65. The Parties shall be ordered to execute and deliver to the other party any and all deeds, trust deeds, certificates of title, and bills of sale or other documents reasonable

requested by the other party to transfer title to any real or personal property awarded to the requesting party by the Court.

66. Both Parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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.

//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/ Steve Christensen & R. Grant Ellsworth

STEVE CHRISTENSEN

R. GRANT ELLSWORTH

Attorneys for Petitioner

Signed by Sydney Mateus with permission of
Attorney for Petitioner given via email on May 28, 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 7th 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:

STEVE CHRISTENSEN
R. GRANT ELLSWORTH
Attorneys for Petitioner

	/s/ Ashley C. Harrison
	Ashley C. Harrison, Paralegal to Sydney Mateus, 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.