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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 KASHIA UTAHNA SISTO, Petitioner, and TROY JR SHEPHERD, Respondent.	DECREE OF DIVORCE AND JUDGMENT Civil No. 264900814 DA Judge PATRICIA KUENDIG Commissioner JOANNA SAGERS

The above-entitled matter came before the Honorable Judge PATRICIA KEUNDIG. Petitioner, KASHIA UTAHNA SISTO, (herein after referred to as “KASHIA” or “Petitioner”) was represented by Sydney Mateus, LEGAL AID SOCIETY OF SALT LAKE. Respondent, TROY JR SHEPHERD, (herein after referred to as “TROY” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters TROY's default. KASHIA has attended the Mandatory Divorce Education

Course and said attendance has been waived for TROY. 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. KASHIA is hereby awarded a Decree of Divorce from TROY, such to become final upon signature and entry herein.

Provisions Relating to Jurisdiction

2. Both KASHIA and TROY resided in the marital relationship in the State of Utah, or the acts complained of by KASHIA were committed by TROY in the State of Utah and therefore this Court has long-arm jurisdiction over TROY 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:

N.T.J.S. born September of 2025.

4. Pursuant to Rule 100 Utah Rules of Civil Procedure, KASHIA states that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 81-11-201 *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 § 78B-13-209, said minor child currently reside(s) at:
WEST VALLEY CITY, UTAH.

c. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

d. KASHIA has no information of any proceedings that could affect the current proceeding, including proceedings for criminal, delinquency, protective orders, termination of parental rights, or adoptions.

e. KASHIA does not know of any person, not a party to these proceedings who has physical custody of the minor child or who claims rights of legal custody or physical custody of, or visitation with, the minor child.

Provisions Relating to Child Custody and Parent-Time

6. KASHIA is awarded the sole legal custody and sole physical custody of the parties' minor child, subject to TROY's right to parent-time at reasonable times and places pursuant to the following statutory schedules:

7. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code § 81-9-304 and § 81-9-302

is considered the minimum parent-time to which the noncustodial parent and the child shall be entitled:

Utah Code § 81-9-304 Minimum schedule for children under five years old.

a. Children younger than five months old.

- i. **Every week:** three (3) two-hour visits. Unless the parents agree otherwise, parent-time should take place in the home of the custodial parent, an established child-care setting, or other environment familiar to the child.
- ii. **Holidays:** two (2) hours for each holiday granted to the noncustodial parent in the holiday schedule below.

b. Children at least five months old but younger than nine months old.

- i. **Every week:** three (3) three-hour visits. Unless the parents agree otherwise, parent-time should take place in the home of the custodial parent, an established child-care setting, or other environment familiar to the child.
- ii. **Holidays:** two (2) hours for each holiday granted to the noncustodial parent in the holiday schedule below.

c. Children at least nine months old but younger than 12 months old.

- i. **Every week:**
 - A. one (1) eight-hour visit;
 - B. one (1) three-hour visit;
- ii. **Holidays:** eight hours for each holiday granted to the noncustodial parent in accordance with the holiday schedule below.
- iii. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.
 - A. brief telephone contact at reasonable hours and for a reasonable duration;
 - B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:
 - 1. the best interests of the child;
 - 2. each parent's ability to handle any additional expenses for virtual parent-time; and
 - 3. any other factors the court considers material.

d. Children at least 12 months old but younger than 18 months old

- i. **Every week:** one three-hour visit every week;
- ii. **Weekends:**
 - A. one eight-hour visit on alternating weekends.
 - B. an overnight visit on opposite weekends beginning at 6 p.m. on Friday and ending at noon on Saturday.
- ii. **Holidays:** eight hours for each holiday granted to the noncustodial parent in the holiday Schedule below.
- iii. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.
 - A. brief telephone contact at reasonable hours and for a reasonable duration;
 - B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:
 - 1. the best interests of the child;
 - 2. each parent's ability to handle any additional expenses for virtual parent-time; and
 - 3. any other factors the court considers material.

e. Children at least 18 months old but younger than three years old.

- i. **Every week:** one weekday evening to be specified by the noncustodial parent or the court:
 - A. beginning at 5:30 p.m. and ending at 8:30 p.m.; or
 - B. if the child is being cared for during the day outside the child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the child is picked up from the caregiver and ending at 8:30 p.m.;
- ii. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;
- iii. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.
- iv. **Extended parent-time:** two (2) one-week periods, separated by at least four weeks, at the option of the noncustodial parent, as follows:
 - A. one week of uninterrupted parent-time for the noncustodial parent; and
 - B. one week of interrupted parent-time where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent

on the same day on which the noncustodial parent is granted weekday parent-time above;

C. the custodial parent is entitled to one week of uninterrupted extended parent-time;

D. a parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time.

v. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.

A. brief telephone contact at reasonable hours and for a reasonable duration;

B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

f. **Children at least three years old but younger than five years old.**

i. **Every week:** one weekday evening to be specified by the noncustodial parent or the court:

A. beginning at 5:30 p.m. and ending at 8:30 p.m.; or

B. if the child is being cared for during the day outside the child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the child is picked up from the caregiver and ending at 8:30 p.m.;

ii. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

iii. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

iv. **Extended parent-time:** two (2) two-week periods, separated by at least four weeks, at the option of the noncustodial parent, as follows:

A. two weeks of uninterrupted parent-time, which may be consecutive, for the noncustodial parent; and

B. two weeks of interrupted parent-time, which may be consecutive, where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time above.

- C. the custodial parent is entitled to one week of uninterrupted extended parent-time.
- D. a parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time.
- v. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.
 - A. brief telephone contact at reasonable hours and for a reasonable duration;
 - B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:
 - 1. the best interests of the child;
 - 2. each parent's ability to handle any additional expenses for virtual parent-time; and
 - 3. any other factors the court considers material.
- g. Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
 - i. the holiday schedule for Mother's Day or Father's Day;
 - ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
 - iii. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
 - iv. extended parent-time; and
 - v. the schedule for weekday or weekend parent-time.
- h. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.
- i. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.
- j. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-custo dial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday

Dr. Martin Luther King Jr. Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd Years	Even Years
President's Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	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 at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year if non-custodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday 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 non-custodial parent is the father or other parent granted the holiday in the order.	Every year if custodial parent is the father or other parent granted the holiday 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 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	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 at 7 p.m. on the day before school resumes.	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 at 6 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7 p.m. on day before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (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 at 7 p.m. on the day before school resumes.	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

Utah Code § 81-9-302. Minimum schedule for parent-time for a child five to 18 years old.

a. Every week:

- i. one weekday evening to be specified by the noncustodial parent or the court or Wednesday if not specified beginning at 5:30 p.m. and ending at 8:30 p.m.; or
- ii. at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

- A. beginning at the time that the child's school is regularly dismissed and ending at 8:30 p.m.; or
 - B. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.;
- b. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday, or at the election of the noncustodial parent:
 - i. beginning at the time that the child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or
 - ii. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;
- c. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.
- d. **Extended parent-time:** the noncustodial parent is entitled up to four weeks of parent-time, which may be consecutive, when school is not in session for summer break.
 - i. two weeks, which may be consecutive, shall be **uninterrupted** parent-time for the noncustodial parent; and
 - ii. two weeks, which may be consecutive, may be **interrupted** by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.
 - iii. the custodial parent is entitled to uninterrupted parent-time with the child for two weeks, which may be consecutive, when school is not in session for summer break.
 - iv. each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break as follows:
 - A. **in odd-numbered years:**
 - 1. the noncustodial parent shall provide notice to the custodial parent by May 1; and
 - 2. the custodial parent shall provide notice to the noncustodial parent by May 15; and
 - B. **in even-numbered years:**
 - 1. the custodial parent shall provide notice to the noncustodial parent by May 1; and
 - 2. the noncustodial parent shall provide notice to the custodial parent by May 15.
 - v. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
 - vi. If both parents fail to provide notice within the time periods described above,

the first parent to provide notice may determine the schedule for summer break for the other parent.

vii. If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

viii. An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule. An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

ix. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- A. the holiday schedule for Mother's Day or Father's Day;
- B. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- C. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- D. extended parent-time; and
- E. the schedule for weekday or weekend parent-time.

x. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

xi. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the child by 7 p.m.

xii. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

xiii. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

xiv. Telephone contact shall be at reasonable hours and for a reasonable duration.
 xv. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

A. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

Virtual parent-time supplements, but does not replace, in-person parent-time.

xvi. If there is a child five to 18 years old and a child under five years old and both children are the natural or adopted children of the parties, the parents and the court should consider an upward deviation for parent-time with all the children so that parent-time is uniform based on a schedule under this section.

xvii. Weekends include any snow days, teacher development days or other days when school is not scheduled and that are contiguous to the weekend period.

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 at 7 p.m. on Dr. Martin Luther King Jr. day.	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 at 7 p.m. on the day before school resumes.	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 at 7 p.m. on the day before school resumes.	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 at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year if noncustodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday 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 granted the holiday in the order.	Every year if custodial parent is the father or other parent granted the holiday 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 3rd 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 on 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 at 7 p.m. on Labor Day.	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 at 7 p.m. on the day before school resumes.	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 at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at: (a) 6 p.m. on the day on that 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 at 7 p.m. on the day before school resumes.	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

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

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

b. 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 child and should prevent third parties from doing the same.

c. Both parents are mutually restrained from having overnight romantic guests with whom they are not in a stable long-term relationship while exercising parent-time.

d. Both parents shall keep all potentially dangerous substances locked away and out of reach of the minor child. Both parents should 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 should prevent third parties from doing the same.

e. Both parents are mutually restrained from smoking cigarettes, e-cigarettes, vapes, etc. immediately before and during all periods of parent-time with the minor child and shall restrain third parties from doing the same.

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

g. TROY is restrained from removing the minor child from the State of Utah without KASHIA's written consent.

h. Pick up and drop off exchanges of the minor child for parent-time should take place at the Petitioner's residence before and after parent-time for Respondent.

i. Both parents shall be polite and cordial and behave maturely during exchanges of the child. The parents shall also prepare the child, both mentally and physically, for each

parent-time exchange by having the child packed and ready to leave on time, and by encouraging the child to spend time with the other parent.

j. The parents shall use their best efforts to communicate with each other often about the minor child in the most reasonable manner, whether in person, by phone, via text message, email or letter.

k. The parents shall transport the child in car seats/seat belt in compliance with their age/weight and current child transportation laws/guidelines.

l. **Child under Five: TROY** is awarded rights of parent-time with the minor child of the parties under the age of five so that parent-time is uniform based on the schedule above.

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

n. Each parent is responsible for his or her own expenses in exercising parent-time.

o. Both parents shall have equal rights to pick up and drop off the child at day care, school, and any other third-party locations as may be needed.

9. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, parent-time shall be as the parties agree. If they are unable to agree, the following statutory schedule shall be the minimum amount of parent-time allowed to the non-custodial parent:

a. in years ending in an odd number, the minor child shall spend the following holidays with the non-custodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor child shall spend the following holidays with the non-custodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The child shall be returned to the custodial home no later than seven days before school begins. This week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties shall mutually agree on this extended time each year. If they are unable to agree, the non-custodial parent shall select the dates for the extended time period.

d. One weekend per month at the option and expense of the non-custodial parent. The non-custodial parent's monthly weekend entitlement is subject to the following restrictions.

- i. If the non-custodial parent has not designated a specific weekend for parent-time, the non-custodial parent shall receive the last weekend of each month unless

a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the non-custodial parent shall be entitled to the next to the last weekend of the month.

ii. If a non-custodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the non-custodial parent's monthly weekend entitlement for that month.

iii. If the minor child is out of school for teacher development days or snow days after the child begin(s) the school year, or other days not included in the list of holidays above and those days are contiguous with the non-custodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, TROY shall pay all of the costs for the child's travel expenses for parent-time.

g. If the parent who does not have primary physical care has been found in contempt for not being current on all support obligations, that parent shall be responsible for all of the child's travel expenses relating to the parent-time schedule in this order.

h. Reimbursement by the responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

Provisions Relating to Child Support Payments

10. KASHIA is not employed and has no source of income.

a. Kashia is the main caretaker of the minor child and was not able to retain employment during the pregnancy. She does not have the income or assistance to pay for child care.

11. TROY is salaried and grosses **\$5,720.00** per month.

12. Pursuant to Utah Code § 81-6-202 TROY is ordered to pay child support to KASHIA commencing March 1, 2026, **the first day of the first month following the filing of the Petition for Divorce on February 25, 2026**, as follows:

a. The sum of **\$733.00** per month as base support for the minor child 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 child'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, TROY should make child support payments directly to KASHIA.

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

g. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

h. Pursuant to Utah Code § 81-6-104 and 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 **\$733.00**. The child support obligation of the mother shall be **\$30.00**. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

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.

l. Said child support amount shall be subject to verification of TROY's income, further, the amount should not decrease but may increase if the income verification shows an income greater than **\$1,257** per month.

Provisions Relating to Health Insurance

13. Pursuant to U.C.A. § 81-7-102, the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, 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 children of the parties in this case.

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 should 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 should 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 should 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 "d" above.

f. The parent to whom written verification is provided should 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 **KASHIA** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **TROY** 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

14. 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 shall 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 should 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 should 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 shall 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 Life Insurance

15. TROY shall obtain a life insurance policy on TROY's life, so long as such is available at a reasonable cost or through TROY's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. TROY shall maintain in full force and effect said life insurance policy until the child support obligation herein

terminates. During such period, Respondent shall irrevocably designate the parties' minor child **as a beneficiary** on said life insurance policy, and designate KASHIA as the trustee for said minor child.

Provisions Relating to Debts and Obligations

16. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

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

b. Pursuant to Utah Code § 81-4-406(3) 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

17. 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. Each party is responsible for the debts and liabilities related to their separate vehicles and should hold the other party harmless from any liability associated therewith. The parties should take all necessary steps to transfer the vehicles into their own names if they have not already done so.

Provisions Relating to Real Property

18. 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 Pension and Related Assets

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

Provisions Relating to Alimony

20. Pursuant to Utah Code § 81-4-502 KASHIA is awarded a sum of **\$2,200.00** per month as alimony from TROY for a period of 1 (ONE) year and 3 months.

a. The financial condition and needs of KASHIA include the following: KASHIA has monthly expenses based on the standard of living during the marriage totaling **\$995.00** which are more fully described in KASHIA's Financial Declaration filed concurrently herewith.

b. KASHIA has earning capacity or ability to produce monthly income in the amount of \$0.00 including the following:

i. KASHIA is not employed and has no source of income for the following reasons: I AM THE PRIMARY CARETAKER FOR THE MINOR CHILD.

ii. KASHIA has custody of the minor child of the parties and is seeking \$2,200.00 per month in child support in this matter.

c. KASHIA has need of monthly financial support in the amount of \$995.00 (payee's need minus monthly income).

d. TROY has earning capacity or ability to produce monthly income in the amount of \$5,720.00 from the following sources:

i. TROY is salaried and has a gross monthly income of **\$5,720.00**.

e. KASHIA and TROY were married on November 13, 2024, therefore, the length of the marriage from the date of marriage to the date the petition for divorce was filed is one (1) years and three (3) months.

f. Payment of alimony to KASHIA by TROY will restore KASHIA to the standard of living that existed at the time of the parties' separation.

g. Payment of alimony to KASHIA will equalize the parties' respective standards of living.

h. Payment of alimony to KASHIA and TROY will compensate KASHIA for the enhancement of TROY's earning capability by the efforts of both parties during the parties' marriage.

i. Unless the Decree of Divorce specifically provides otherwise, the order of alimony automatically terminates upon the remarriage of the spouse receiving alimony or the establishment by the paying spouse that the receiving spouse is cohabiting with another person.

j. Alimony payments shall begin the month immediately following the entry of the order for alimony. The monthly alimony 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 a custodial parent uses the Office of Recovery Services to collect support. Alimony due and not paid on or

before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month. Should a custodial parent use the Office of Recovery Services to collect support, alimony shall be due on the first day of each month and delinquent on the first day of the following month.

k. The alimony entered herein is based on the following facts to be included in the Decree of Divorce and which are not substantial and material changes in circumstances for future modification.

Provisions Relating to Pension and Related Assets

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

Taxes

22. KASHIA is entitled to claim the parties' minor **child as an exemption** for the purpose of filing federal and state income tax returns.

Attorney's Fees

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

Public Assistance Statement- ORS

24. KASHIA has received cash assistance from the State and has assigned the right to collect child support accrued during the time public assistance was received to the State of Utah.

Therefore, pursuant to Utah Code § 81-6-106(2)-(3), the State of Utah should be joined as a party in interest in the above-entitled cause of action.

Other

25. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

//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.

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of July 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:

TROY SHEPHERD JR., *Respondent*
troyshepherd92@gmail.com

	<u>/s/ Ashley C. Harrison</u>
	Ashley C. Harrison, Paralegal to Sydney Mateus, Attorney for Petitioner