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

|                                                                                                                                                                              |                                                                                                                                     |
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| In the Matter of the Custody of the Child<br>of:<br><br>DAVID ISMAEL RODRIGUEZ,<br><br><i>Petitioner,</i><br><br>and<br><br>BRIANA MICHELE HUNTER,<br><br><i>Respondent.</i> | <b>DECREE OF CUSTODY AND SUPPORT</b><br><br>Case No. 254903769<br><br>Judge Patricia Kuendig<br><br>Commissioner Michelle Blomquist |
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The above-entitled matter comes before the Court, the Honorable Patricia Kuendig presiding. The Court, having reviewed and accepted the parties' *Stipulation and Settlement Agreement*, and otherwise being fully advised in the premises, hereby orders as follows::

**1. Children.** The parties have one minor child together, C.A.H.R. born October 2017.

**PARENT TIME**

**2. Physical Custody.** Briana shall be awarded sole physical custody of the child, subject to David's rights of visitation as detailed below.

3. **Visitation.** David shall be entitled to up to four visits per year, spaced out by periods of roughly three months. The parties shall endeavor to plan these visits on weekends that overlap with holidays or other paid days off in order to maximize David's time with the child.

4. The visits shall alternate taking place in Utah, where Briana lives, and in Arizona, where David lives. For the first visit, David shall travel to Utah. For the second visit, Briana shall travel to Arizona, and so on.

5. If David does not undertake and complete a visit to Utah on his turn, then Briana shall have no obligation to undertake and complete her visit to Arizona on her turn. For example, if David completes a visit, and then Briana completes a visit, and then David does *not* complete his following visit, then Briana shall not be compelled to complete her subsequent visit. However, if David later completes his visit, even if it is later than the three-month period described herein, Briana shall then be obligated to complete her visit in turn.

6. **Supervision.** The first four visits shall be supervised directly by Briana, or else by a responsible third party adult who the parties mutually agree on.

7. **Cost of Visitation.** When David travels to Utah, he shall be solely responsible for the cost of his travel (airplane tickets, gasoline, parking fees, food, hotels, etc.). When Briana travels to Arizona, she shall be responsible for the cost of her travel and the cost of the child's travel. Whether the visits take place in Utah or Arizona, David shall be solely responsible for any other costs associated with the visit, such as gas for local transportation, food for the child, activity costs, or gifts.

**8. Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time, and should be free to end any phone calls as they wish.

#### PARENTING PLAN

**9. Legal Custody.** The parties shall have joint legal custody.

**10. Access to Records.** Both parties shall have access to medical records, school records, court records, and any other information or records concerning their children.

**11. Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

**12. Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they shall consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they shall attempt mediation. If mediation is not successful, Briana shall make the final decision. If David does not agree with the final decision, he may bring the matter before the Court for review.

**13. Notification of Children's Events.** Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

**14. Travel.** When the children travel with either parent out of state and will be away for at least one night, the following shall be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

**15. Communication.** Each party shall communicate directly with the other and not through third persons. The minor children shall never be used as messengers. Communication shall be respectful, and at no time should it be sarcastic or derogatory. Communication shall be limited to matters involving the minor children, such as their health, activities, and well-being. In the event of a child's medical emergency, each party shall promptly notify the other.

**16. Mutual Restraining Order.** The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third parties to also

be so restrained. Both parties are restrained from discussing legal action or any adult topics with or in the presence of the child, and are to instruct third parties to be similarly restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at any time or place. The parties shall further cause any third parties, including relatives, not to disparage the other party or the parties' child. The parties shall be responsible for preventing any third-party unfair treatment of the minor child. The parties are further permanently restrained from going near the other party's residence, car, or place of employment, without consent from the other party.

**17. Address and Phone Number.** The parties shall keep each other informed of his and her contact information (address, phone, email) and update the other within 24 hours of any change.

**18. Medical Information.** Both parties have the right to obtain medical information for the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. The parties shall keep the other party updated on all medical information regarding the child.

**19. Educational Information.** Both parties have the right to obtain educational information for the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact or contacting a medical care provider. The parties shall keep the other party updated on all educational information regarding the child. Both parties shall be listed as parents of the child. To

the extent necessary, each party shall cooperate to ensure that the other party is granted access.

**20. Notice of Activities.** Both parties are required to timely notify the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extracurricular activity schedules, school events, and other relevant activities. Each party shall provide the other party with these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of the events. Both parties shall have direct access to the minor child's activity schedules.

**21. Drug and Alcohol Use.** Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when the child is present. Each party is prohibited from exposing the child to harmful substances such as drugs and alcohol. Neither party shall use marijuana in any form immediately prior to or during parent time.

**22. Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing 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 child from such circumstances.

#### CHILD SUPPORT AND EXPENSES

**23. Child Support.** Child Support shall be calculated as according to Utah Code §81-6-205. David's gross monthly income is \$3,182.83. Briana's gross monthly

income is \$8,461. Therefore, per the Sole Custody Child Support calculator, David's child support obligation to Briana shall be \$310 per month.

**24. Payments and Arrears.** Payments shall begin the month following the signing of this Stipulation and shall be due in equal halves on the 5th and 20th of each month. There shall be no outstanding child support arrears as of the signing of the Stipulation.

**25. Activity Costs.** Briana shall be solely responsible for the cost of any extra curricular activities, unless the parties mutually agree otherwise in writing.

**26. School Fees.** Briana shall be solely responsible for the cost of any school fees, unless the parties mutually agree otherwise in writing.

**27. Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208.

a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed. If

both parents have coverage, each parent shall pay for their coverage on the child. Proof of coverage is due within 30 days of coverage beginning.

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

c. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent shall cover the cost of their own plan. The parties shall provide proof to one another that the child is covered by their respective insurance plans. This shall be done on an annual basis or else by request of either party. If either party does not provide their proof of coverage, then that party shall reimburse the child's portion of the other's premium, as detailed above. If proof is not received within 30 days of the party obtaining coverage, that parent forfeits their credit for the insurance. Proof is obtained by either an updated coverage card or evidence of the new policy.

e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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 children.

**28. Division of Accounts.** According to Utah Code Ann, §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

**29. Childcare Expenses.** Briana shall be solely responsible for the child's childcare expenses.

**30. Dependency Exemption/Tax Credit.** Briana shall claim the child on her taxes each and every year.

#### OTHER

**31. Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. However, either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

**32. Attorney's Fees and Costs.** Each party shall be ordered to assume his or her own legal fees incurred in this action.

\*\*\*\*\* COURTS SIGNATURE APPEARS AT THE TOP OF PAGE 1\*\*\*\*\*

APPROVED AS TO FORM:

/s/David Ostrowski

David Ostrowski

Attorney for Petitioner

Signed with permission via email dated 07/09/2026

**NOTICE**

To Attorney for Petitioner

You will please take notice that the undersigned, Attorney for Respondent, will submit the above and foregoing Findings of Fact and Conclusions of Law to the judge of the above-entitled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 28<sup>th</sup> day of July, 2026.

/s/ Anthony Saunders

Anthony Saunders

Attorney for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that on the 28<sup>th</sup> day of July, 2026, a true and correct copy of the foregoing was filed with the court via the Utah State Courts electronic filing system, which caused the same to be served on all counsel of record.

DATED this 28<sup>th</sup> day of July, 2026.

/s/ Margaret Vazquez  
Margaret Vazquez  
*Paralegal*