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

In the matter of the child of
SHELBY TAYLOR FELT,

Petitioner,

and

MATTHEW THOMAS CLAY,

Respondent.

**FINAL ORDER OF CUSTODY,
PARENT-TIME, RELOCATION,
AND CHILD SUPPORT**

Case No. 254906654

Judge Adam Mow

Commissioner Kim M. Luhn

This matter came before the Honorable Adam Mow for a bench trial on July 21, 2026.

Petitioner Shelby Taylor Felt appeared and was represented by her counsel, David A. Pedrazas.

Respondent Matthew Thomas Clay appeared and was represented by his counsel, David Read.

Brent Salazar Hall appeared as the Private Guardian ad Litem for the minor child.

Based upon the Findings of Fact and Conclusions of Law entered following the July 21, 2026 bench trial, and good cause appearing, IT IS HEREBY ORDERED:

CUSTODY AND RELOCATION

1. The parties are awarded joint legal custody of the minor child, B.T.C., born in January 2019.

2. Petitioner Shelby Felt is awarded primary physical custody of the minor child.
3. Petitioner is authorized to relocate the minor child's primary residence to Colorado.
4. Petitioner's residence is designated as the child's primary residence for school enrollment and all other legal purposes.
5. Before the child enrolls in school in Colorado, he shall complete the testing required by the school. Respondent shall cooperate in ensuring that the child is present in Colorado for the required testing, and both parties shall make all reasonable and appropriate scheduling, travel, and parent-time accommodations necessary for the testing to occur.
6. If Respondent Matthew Clay resides within 50 miles of Petitioner, including if Petitioner does not relocate to Colorado for any reason, the parties shall exercise equal parent-time on a week-on, week-off schedule, and child support shall be recalculated.

JOINT LEGAL CUSTODY AND DECISION-MAKING

7. Each parent may make day-to-day and emergency decisions for the child during the time the parent is caring for the child. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.
8. The parents shall discuss with each other and attempt to agree upon significant decisions relating to the child, including the child's healthcare, religious upbringing, and education. In doing so, the parents shall consider the child's needs and desires and the advice of the child's teachers, healthcare providers, and other care providers.
9. If, after consulting with each other, the parents are unable to reach a mutually agreeable significant decision, Petitioner shall have final decision-making authority.
10. Petitioner shall have final authority regarding educational decisions if the parties cannot agree.

11. Both parents shall have access to the child during school and authority to check the child out of school, subject to school rules and the other provisions of this Order.

RESPONDENT'S LONG-DISTANCE PARENT-TIME

12. Parent-time shall be liberal and flexible as the parties agree. If the parties do not agree otherwise in writing, Respondent is awarded the following minimum long-distance parent-time:

- a. Martin Luther King Jr. Day weekend every year.
- b. Presidents Day weekend every year.
- c. The entire spring break in even-numbered years.
- d. The last weekend of spring break in odd-numbered years.
- e. The teacher-planning weekend every year.
- f. Not less than eight weeks of summer break, beginning on the first Saturday after the last day of school. This period may be interrupted by one week that Petitioner elects for her summer parent-time after July 4. If summer break is 10 weeks long, the child shall return to Petitioner no later than one week before the school year begins. If summer break is 11 or more weeks long, the child shall return to Petitioner no later than two weeks before the school year begins.
- g. Labor Day weekend every year.
- h. The entire fall break in odd-numbered years.
- i. The last weekend of fall break in even-numbered years.
- j. Thanksgiving break every year.
- k. The entire winter break in even-numbered years.
- l. The second half of winter break in odd-numbered years.

m. If there is a month in which Respondent otherwise would not have parent-time under the foregoing schedule, Respondent may select one weekend in that month and exercise three overnights.

13. For the remainder of the 2026 summer break, Respondent shall exercise all remaining summer parent-time awarded under Commissioner Luhn's recommendation announced on April 7, 2026, and entered as a written Temporary Order on April 29, 2026. This transitional provision governs the remainder of the 2026 summer break.

14. For purposes of this Order, a school break begins when school releases for the break and ends in sufficient time for the child to return to Petitioner's residence before school resumes, unless the parties agree otherwise in writing.

OPTIONAL ADDITIONAL PARENT-TIME

15. Respondent may elect to exercise parent-time on the second calendar weekend of any month if that weekend falls outside the foregoing schedule, does not conflict with school, and Respondent provides Petitioner at least 30 days' advance written notice.

TRANSPORTATION AND TRAVEL COSTS

16. Petitioner is solely responsible for the child's travel costs related to Respondent's principal parent-time schedule stated above, including airfare.

17. Salt Lake City International Airport is the exchange point.

18. Petitioner or Matthew Henley shall accompany the child on flights to and from Salt Lake City for the principal parent-time exchanges until the parties agree in writing that the child is sufficiently independent to travel alone. Petitioner is solely responsible for her or Mr. Henley's related travel costs.

19. For optional second-calendar-weekend parent-time, Respondent is solely responsible for the child's travel costs, for accompanying the child on the related flights, and for Respondent's travel costs.

20. The parent arranging travel shall notify the other parent at least 14 days before the anticipated departure and shall provide the travel dates, destinations, locations where the child and traveling parent can be reached, and the name and telephone number of an available third person who knows the child's location. The 30-day notice requirement controls optional second-calendar-weekend parent-time.

21. Each parent shall have the child ready at the appointed exchange time. The receiving parent shall be present or make reasonable alternate arrangements to receive the child when the child is returned.

VIRTUAL PARENT-TIME

22. Respondent is awarded liberal virtual parent-time. Each parent shall permit and encourage reasonable, uncensored telephone, video, electronic, and mail contact between the child and the other parent during reasonable hours, using reasonably available equipment.

PARENTING PLAN

23. The Parenting Plan proposed by Petitioner and adopted by the Court is incorporated into this Order in full. If any general provision of the Parenting Plan conflicts with the specific long-distance parent-time, transportation, travel-cost, child-support, or expense provisions ordered herein, the Court's specific provisions control.

24. Each parent may make day-to-day and emergency decisions for Beckett while that parent is caring for him. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

25. The parents shall discuss with each other and attempt to agree upon significant decisions relating to Beckett, including his healthcare, religious upbringing, and education. In doing so, they shall consider Beckett's needs and desires and the advice of his teachers, healthcare providers, and other care providers. If, after consulting with each other, the parents cannot reach a mutually agreeable decision, Petitioner shall have final decision-making authority.

26. Petitioner's home is designated as Beckett's primary residence for purposes of identifying the appropriate school.

27. Petitioner shall have final authority to make educational decisions for Beckett if the parents cannot agree.

28. Both parents shall have access to Beckett during school and authority to check him out of school, subject to school rules and the other provisions of this Order.

29. The parents shall communicate primarily by text message or email but may communicate by telephone regarding emergency or time-sensitive matters. All communications between the parents shall remain civil.

30. If a parent plans to travel with Beckett or arranges for him to travel with a sports team, religious group, school group, or friends, the parent arranging the travel shall notify the other parent at least 14 days before the anticipated departure. The 30-day written-notice requirement stated elsewhere in this Order controls Respondent's optional second-calendar-weekend parent-time.

31. The advisory guidelines in Utah Code section 81-9-202 are adopted and shall apply as follows:

- a. A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.

- b. The parent-time schedule shall be applied to maximize the continuity and stability of Beckett's life.
- c. Each parent shall give special consideration to making Beckett available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in Beckett's life or the life of either parent that may inadvertently conflict with the parent-time schedule.
- d. If one parent provides transportation, the other parent shall have Beckett ready at the appointed time and shall be present at the home or make reasonable alternate arrangements to receive him when he is returned.
- e. Neither parent may withhold parent-time or child support because of the other parent's failure to comply with a court-ordered parent-time schedule.
- f. Each parent shall notify the other within 24 hours after receiving notice of significant school, social, sports, and community functions in which Beckett is participating or being honored. Both parents may attend and participate fully in those functions.
- g. Both parents shall have direct access to all school reports, including preschool and daycare reports, and to Beckett's medical records.
- h. A parent shall immediately notify the other parent of a medical emergency involving Beckett.
- i. Each parent shall provide the other with the parent's current residential address, telephone number, email address, and virtual parent-time access information within 24 hours after any change.

- j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication between Beckett and the other parent through mail and virtual parent-time when the necessary equipment is reasonably available.
- k. Parental care is presumed to be better care for Beckett than surrogate care.
- l. Childcare arrangements existing during the parties' relationship are preferred, as are childcare arrangements available at nominal or no charge.
- m. Each parent shall provide all surrogate care providers with the other parent's name, current address, and telephone number. Each parent shall also provide the other parent with the name, current address, and telephone number of every surrogate care provider, unless the Court orders otherwise for good cause.
- n. Each parent is entitled to an equal division of major religious holidays celebrated by both parents. A parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be with Beckett on that religious holiday, subject to Beckett's school schedule and the specific parent-time provisions of this Order.
- o. If one or both parents are servicemembers or contemplate joining a uniformed service, they shall resolve custodial responsibility during deployment as soon as practicable through a voluntary agreement under Utah Code section 78B-20-201 or an appropriate court order. A servicemember shall ensure that the servicemember's family-care plan reflects all orders and

agreements entered under Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-time, and Visitation Act.

p. A parent shall immediately notify the other parent if the parent resides with an individual or gives an individual access to Beckett and knows that the individual: (i) is required to register as a sex offender or kidnap offender for an offense against a minor under Title 77, Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child-abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child-abuse offense under Utah Code sections 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense against a minor under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) kidnapping or human trafficking of a minor under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) a sexual-exploitation offense against a minor under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense substantially similar to an offense identified in this paragraph.

q. For emergency purposes, whenever Beckett travels with a parent, that parent shall provide the other parent with: (i) an itinerary stating the travel dates; (ii) the destinations; (iii) the places where Beckett or the traveling parent can be reached; and (iv) the name and telephone number of an available third person who knows Beckett's location.

32. The parents shall also have the following responsibilities concerning Beckett:

a. The parents shall promote a healthy and beneficial relationship between Beckett and the other parent. In Beckett's presence, neither parent shall

discuss this case or demean, disparage, or criticize the other parent. Neither parent shall permit third parties to disparage the other parent in Beckett's presence, and each parent shall remove Beckett from the presence of a third party who does so.

b. All communications concerning this case, parent-time, or other co-parenting matters shall occur directly between the parents. The parents shall not use Beckett as a messenger.

c. Neither parent shall permit Beckett to be in the presence of any person, including either parent, who is abusing alcohol or prescription medication or using illegal drugs.

d. Each parent shall assist in supplying appropriate clothing and personal items for Beckett. Those items belong to Beckett, and he may take them from one parent's home to the other. Items purchased by the other parent shall be returned with Beckett.

e. Each parent shall ensure that Beckett attends his regularly scheduled activities, including school activities, athletic events, and extracurricular activities, during that parent's time. As Beckett matures, his interests may affect the parenting schedule. The parents shall remain flexible and make reasonable changes to accommodate his needs and interests.

CHILD SUPPORT

33. Child support is ordered under the Utah Uniform Child Support Guidelines, Utah Code sections 81-6-201 through 81-6-314. For purposes of calculating child support, Petitioner's gross

monthly income is \$8,708 and Respondent's gross monthly income is \$3,640, for a combined gross monthly income of \$12,348.

34. Beginning the month immediately following entry of this Order, Respondent shall pay Petitioner base child support of \$333 per month.

35. Under Utah Code sections 81-6-202 and 80-7-102 et seq., child support shall continue until Beckett reaches 18 years of age and graduates from high school during his normal and expected year of graduation, whichever occurs later, or until he dies, marries, becomes a member of the United States Armed Forces, or is otherwise emancipated.

36. When support is not collected through the Office of Recovery Services, Respondent shall pay one-half of the monthly support on or before the fifth day and one-half on or before the twentieth day of each month. An installment due on the fifth is delinquent on the sixth, and an installment due on the twentieth is delinquent on the twenty-first.

37. If Beckett's physical living arrangement changes from the arrangement ordered herein, excluding temporary changes for parent-time, child support shall follow Beckett without the need to modify this Order as provided in Utah Code section 81-6-104.

38. The base child-support award shall be adjusted for qualifying extended parent-time in the manner prescribed by Utah Code section 81-6-211: a 50% reduction for a period of at least 25 of any 30 consecutive days, or a 25% reduction for a period of at least 12 of any 30 consecutive days, when the period is established by court order or written agreement signed by the parties. Regular and holiday parent-time with Petitioner does not interrupt the consecutive-day calculation. Any agreement affecting support for a child receiving cash assistance is subject to approval by the Office of Recovery Services.

39. Both parties are entitled to mandatory income withholding under Utah Code sections 26B-9-101 et seq. Income withheld shall be remitted to the Office of Recovery Services as directed by that office. If mandatory income withholding is implemented, support is due on the first day of each month and is delinquent on the first day of the following month. Federal or state tax refunds or rebates due Respondent may be intercepted and applied to child-support arrears as authorized by law.

40. The parties may seek review or modification of child support under Utah Code section 81-6-212, including the three-year, 10% guideline-review procedure and the substantial-change, 15% procedure stated in that section.

HEALTH INSURANCE, MEDICAL EXPENSES, AND CHILDCARE

41. Under Utah Code section 81-6-208, whichever parent can obtain accessible health and dental insurance for Beckett at the most affordable reasonable cost shall maintain that coverage.

42. Under Utah Code section 81-6-208, the parties shall equally share the out-of-pocket cost actually paid for Beckett's portion of the health and dental insurance premium. Beckett's portion is determined on a per-capita basis by dividing the premium actually paid by the number of persons covered under the policy and multiplying that amount by the number of children covered by this Order.

43. The parent maintaining insurance shall provide the other parent, or the Office of Recovery Services when applicable, verification of coverage upon Beckett's initial enrollment and on or before January 2 of each calendar year thereafter. That parent shall notify the other parent, or the Office of Recovery Services when applicable, of any change in carrier, premium,

or benefits within 30 calendar days after the parent first knew or should have known of the change, as required by Utah Code section 81-6-208.

44. Under Utah Code section 81-6-208, the parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for Beckett, including deductibles and copayments. The Court does not order those expenses divided in proportion to the parties' incomes.

45. A parent who incurs an uninsured or unreimbursed medical or dental expense shall provide the other parent written verification of the cost and payment within 30 days after payment, as provided in Utah Code section 81-6-208. Failure to provide timely verification may result in denial of credit or reimbursement, in addition to any other sanction the Court may impose.

46. Under Utah Code section 15-4-6.7, each parent shall provide a copy of this Order to a medical or dental provider at or before the time the provider renders services to Beckett and shall request that the provider separately bill each parent for the share that parent is required to pay.

47. Under Utah Code section 81-6-209, the parties shall equally share reasonable work-related childcare expenses actually incurred. A parent shall begin paying that parent's one-half share upon presentation of proof of the expense and may suspend payment while the expense is not being incurred without first obtaining a modification of this Order.

48. A parent who incurs work-related childcare expenses shall provide written verification of the cost and the provider's identity upon initially engaging the provider and thereafter upon the other parent's request. The parent shall give notice of any change in provider or monthly cost within 30 calendar days after the change, as required by Utah Code section 81-6-209. Failure to

provide timely notice may result in denial of credit or reimbursement, in addition to any other sanction the Court may impose.

SCHOOL AND EXTRACURRICULAR ACTIVITIES

49. The parties shall equally share the cost of any school or extracurricular activity expense incurred for or on behalf of Beckett by mutual agreement of the parties.

50. The parent who directly pays a mutually agreed school or extracurricular activity expense shall provide the other parent a receipt or other written verification of payment within 30 days after payment.

51. A parent who fails to provide timely verification of a school or extracurricular activity expense may be denied credit for the expense or recovery of the other parent's share.

CHILD TAX EXEMPTION AND CHILD TAX CREDIT

52. Petitioner is entitled to claim Beckett as a dependent and to claim any available state and federal child-related tax exemption or tax credit.

MUTUAL RESTRAINING ORDER

53. Each party is restrained from harming, harassing, or threatening the other party. Except for parent-time exchanges, neither party may go to the other party's residence or place of employment without the other party's prior consent or invitation.

ALTERNATIVE DISPUTE RESOLUTION

54. Before filing a petition or motion seeking to change a provision of this Order, the parties shall first attempt in good faith to resolve the dispute through mediation, except when emergency relief is reasonably necessary or mediation is otherwise excused by law or court order.

ATTORNEY FEES

55. Each party shall therefore bear that party's own attorney fees and costs incurred through entry of this Order, except as otherwise provided by a separate order of the Court.

GENERAL PROVISIONS

56. Petitioner is entitled to all parent-time not specifically allocated to Respondent.
57. The Court's Findings of Fact and Conclusions of Law are incorporated into this Order.
58. Respondent's objection to the Commissioner's recommendation is overruled.
59. This Order resolves the issues tried on July 21, 2026: legal custody, physical custody, parent-time, relocation, and child support.

AS ORDERED BY THE ELECTRONIC SIGNATURES OF THE COURT ON PAGE ONE OF THIS DOCUMENT.

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of July, 2026, I caused to be served a true and correct copy of the foregoing the following parties:

David Read
Attorney for Respondent

Brent Salazar Hall
Private Guardian ad Litem

Dated this 23rd day of July, 2026.

/s/David Pedrazas