

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

In the Matter of the Marriage of

JENNIFER SORTO,

Petitioner,

and

BRANDON CASTILLO,

Respondent.

DECREE OF DIVORCE

Case No.: 264902063

Judge: Kristine Johnson

Commissioner: Michelle Blomquist

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:**

Petitioner is granted a divorce from the Respondent on the grounds that certain irreconcilable differences have arisen between the parties making the continuation of this marriage an impossibility.

1. Minor Children. There are two (2) minor children born in the union of this marriage, to wit:
 - a. D.C., DOB: 10/2023; and
 - b. I.C., DOB: 06/2025.
2. The parties are both fit and proper parents, and they shall share joint legal custody of the minor children consistent with the parenting plan set forth below.
3. Petitioner has been the primary caregiver of the minor children and the children reside with her.

4. Petitioner shall be awarded primary physical custody of the minor children subject to Respondent's right to reasonable parent-time as the parties may agree in writing. If they are unable to come to an agreement, Respondent's parent-time shall be pursuant to Utah Code Ann. §81-9-304 until the oldest minor child (D.C.) turns 5 years old.
5. When D.C. turns 5 years old, Respondent's parent-time with both children shall be pursuant to § 81-9-302.
6. In addition to his regular parent-time, Respondent will exercise parent-time Monday through Friday from 8:30 AM until Petitioner gets off from work (typically between 3:30PM – 6PM) with ordinary exceptions for any extended or holiday parent-time which Petitioner is entitled to exercise or days she may be off work.
7. The parties will cooperate and reasonably accommodate changes in work schedules for either party.
8. Childcare. Respondent will provide daycare for the children for as long as he is able to do so; however, if he cannot provide care on a particular day or if his employment changes and he can no longer provide care, the parties shall cooperate in finding a mutually agreed upon caregiver for the minor children.
9. In the event Respondent cannot provide care, the parties will equally share the costs of work-related daycare.
9. Parenting Plan. The Advisory Guidelines as set forth in § 81-9-202 of the Utah Code shall be binding upon the parties unless otherwise specified herein. The parties shall also be required to implement the spirit and intent, including the actual provisions of § 81-9-204 of the Utah Code.

10. It is fair and reasonable that both parents shall be polite and cordial and behave maturely during exchanges of the children. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.
11. Transportation. The parties shall cooperate on parent-time exchanges. Petitioner will drop the children off at the conclusion of her time or for daycare, and Respondent will return the children to her at the conclusion of his time.
12. Family members, grandparents of either party, or third-party responsible adults with a valid driver's license with whom the children are familiar may assist in transporting the children to and from visitation with either party.
13. Holiday Parent Time. The parties shall alternate holidays in accordance with Utah Code Ann. § 81-9-302.
14. Petitioner will exercise those holidays designated to the custodial parent, and Respondent will exercise the holidays designated to the non-custodial parent.
15. Decision-Making. Day-to-day decisions regarding the care, control, and discipline of a child shall be made by the parent with whom the child is residing at the time.
- a. Each parent may make emergency decisions regarding the health and safety of a child.
 - b. The parties shall discuss the significant decisions regarding the children, including, but not limited to, a child's education, health care, and religious upbringing. Specifically, "the parents shall exchange information concerning the health, education, and welfare of the children, and where possible, confer before

making decisions concerning any of these areas." U.C.A. § 81-9-205(7)(b). If the parties cannot reach a mutual decision, the parties shall attend mediation pursuant to Utah Code section 81-9-203(10)(b). If after mediation the parties still cannot reach an agreement, Petitioner shall have the final say subject to Respondent's right to raise the issue before the Court if he believes in good faith Petitioner has decided contrary to the best interests of the children.

16. Communication Between the Parties. Neither party shall attempt to have the children transfer verbal or written messages between the parties.

- a. The parties shall communicate with each other prior to forming conclusions with regards to things that the children tell the parents.
- b. The parties shall discuss child-related issues in person, over the phone, through text messages or through email, or in any acceptable manner in which the parties agree.

17. Respect and Cooperation. Both parents shall recognize that the best interest of the children requires them to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall encourage affection and promote respect toward the other parent.

18. Neither parent shall attempt to harm the relationship between a parent and a child. This includes making disparaging comments about the other parent or allowing a child in the presence of anyone who does.

19. Travel. Both parties shall notify the other whenever they intend to take the children on any overnight trip exceeding two (2) nights outside his/her resident state. The traveling party shall get the other's permission shall this trip interfere with parent-time and shall

further comply with the requirements of Utah Code Ann. § 81-9-202(19) by providing the following:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the minor child(ren) or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the minor child's location.

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20. Either party is entitled to travel internationally with the children, and the travelling parent shall provide 60-days notice unless otherwise agreed upon in writing.
21. The parties should cooperate in obtaining passports for the children, and the costs shall be shared equally.
22. Contact Information and Records. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses and any other important contact information, including how to be reached in the event of an emergency.
23. Both parents shall both have access to all medical records and school reports of the children.
24. School Functions and Social Activities. Both parties shall be entitled to participate in all social and school functions the children attend.
25. Illness. The parties shall notify the other when a child is ill. Prior to the exchange of a child who is ill, the parties shall discuss regular parent-times and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected.

26. Parent-Time Respect. The parties shall not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that party.

- a. If there is an activity that a parent would like a child to attend, but that falls on the other parent's time, the requesting party shall discuss the event with the other parent before doing so with a child. The requesting party will abide by the other parent's decision and shall not attempt to sway the other parent through the child.
- b. A child is free to express interest in any activity, to either parent, at any time.
- c. Neither parent shall attempt to restrain or control the activities of a child on the other parent's time.
- d. Neither party shall interfere with the other's parent-time in any form.

27. Mutual Restraining Orders. It is fair and reasonable that both parties shall be restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to a child about the issues in this case or from attempting to influence a child's preference regarding custody or visitation, which would tend to diminish the love and affection of a child for the other parent.

- a. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.
- b. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this provision and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations or they shall remove a child from such circumstances.

28. Adjustments or Modifications. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties and filed with the Court. Temporary or minor changes can be made whenever the parties agree.
29. Failure to Comply. If a parent fails to comply with any of the provisions under this Parenting Plan Section, the other parent's obligations under said section are not affected.
30. Child Support. Petitioner is currently employed and earns \$9,200 in gross income for purposes of calculating child support.
31. Respondent is currently employed and his gross monthly income is \$2,000.00 for purposes of calculating child support.
32. Respondent's child support obligation based on his exercise of 111 overnights and Petitioner's exercise of 254 overnights is \$319 per month.
33. The parties agree that since Respondent is providing daycare for the children, he shall receive a credit of \$319 per month against his child support obligation so long as he is providing care.
34. Medical Insurance and Medical Expenses. Pursuant to U.C.A. §81-6-208, the parent with the best medical/dental coverage available shall provide and maintain health/medical insurance for the benefit of the minor children. The out-of-pockets premiums actually paid by a parent shall be equally shared between the parties.
35. Respondent and Petitioner shall divide equally all medical, dental, orthodontic, and optical expenses of the minor children which are not covered by insurance. Reimbursements for uncovered, out-of-pocket healthcare expenses beyond premiums shall be governed by Utah Code Ann. §81-6-208.

36. Pursuant to Utah Code Ann. §81-6-208, if, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Petitioner shall be primary coverage for the child and the health insurance plan of Respondent shall be secondary coverage for the child. If the child is covered by a step-parent's plan, the health 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 child. In that case, Petitioner agrees to pay the portion of her health insurance premium for the child, and Respondent agrees to pay the portion of his health insurance premium for the child. Petitioner agrees to provide Respondent a copy of the child's insurance card to Respondent.
37. The party incurring an expense for the minor child shall provide a receipt to his/her coparent within 30 days in order to be reimbursed 50% of the out-of-pocket expense. The other party shall provide reimbursement within 30 days of receipt.
38. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year as set forth in Utah Code Annotated §81-6-208.
39. Miscellaneous Expenses. Respondent and Petitioner shall respectively pay one-half of all extracurricular activity expenses of the minor children so long as the activity and payment is agreed upon in writing.
40. If the parties are unable to jointly agree to the extracurricular activity, either party may still be entitled to have a child participate in the extracurricular activity if that party pays entirely for the extracurricular activity, and if enrolling the child in that activity will not

disrupt or interfere with the parent time of the other parent unless otherwise agreed upon in writing.

41. Real Property. During the course of the marriage, the parties have acquired real property ("Marital Home") located at 8422 West Cordero Drive, Magna, Utah 84044.

42. The Marital Home shall be awarded to Petitioner free and clear from further claim from Respondent.

43. Bank, Financial, and Retirement Accounts. Each party is awarded his/her own financial accounts.

44. Personal Property. Personal property has been divided and each is entitled to those items in his/her possession.

45. Respondent is awarded a 2016 GMC Yukon XL subject to all debts and liabilities, and he shall have the Petitioner removed from the loan within 30 days. If she cannot be removed, he shall hold her harmless from the debt.

46. Petitioner is awarded the 2020 Toyota Camry free and clear from any claim by Respondent.

47. Respondent and Petitioner shall provide a copy of the parties' Decree of Divorce and to notify their respective creditors for joint debts regarding the Court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

48. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to

protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

49. Tax Exemptions. Petitioner should be entitled to claim the minor children every year for purposes of federal and state tax returns.

50. Alimony. Neither party shall be awarded alimony.

51. Execution of Final Documents. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

****APPROPRIATE COURT SIGNATURE ARE FOUND AT TOP OF PAGE****



JENNIFER SORTO
Petitioner

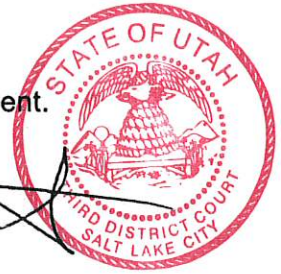


BRANDON CASTILLO
Respondent

Judge's signature may instead appear at the top of the first page of this document.

Dated: 9/8/26

[Signature]
District Court Judge



Dated: September 8, 2026

[Signature]
District Court Commissioner

