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

In the Matter of the Children of AMBER HANSEN & JUAN GONZOLO CABRERA.	ORDER OF CUSTODY Case No. 244905409 Honorable Kristine Johnson Commissioner Russell Minas
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Before the Court is the *Verified Petition for Order of Custody* of Amber Hansen, which was filed on October 1, 2024. *See* Filing No. 1. An *Answer to Verified Petition for Order of Custody and Counter Petition* was filed by Juan Gonzolo Cabrera on November 8, 2024, which is also before the Court. *See* Filing No. 13. On September 14, 2026, the parties fully executed a *Stipulation and Settlement Agreement and Agreed Parenting-Plan* (“Stipulation”). The Stipulation was subsequently filed with the Court on September 15, 2026. *See* Filing No. 111. The Court has reviewed the matter. Finding good cause, and having entered its *Findings of Fact and Conclusions of Law*, **THE COURT HEREBY ORDERS:**

1. **Child:** Amber and Juan have one (1) Child together, identified as follows: N.J.C., born May of 2011 (hereafter “Child”).

A. LEGAL AND PHYSICAL CUSTODY

2. **Legal Custody:** Amber and Juan (collectively “Parents”) are awarded joint legal custody of the Child.

3. **Physical Custody:** Amber and Juan are awarded joint physical custody of the Child.

B. PARENT-TIME

4. **Parent-Time:** Parent-time is divided as the Parents can agree.

5. If the Parents are unable to agree upon their own parent-time schedule, the Parents shall follow the schedule designated below and Amber is designated as the primary custodial parent.

The Parents’ regular parent-time schedule is as follows:

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
Week 1	Amber	Juan	Amber	Juan	Juan	Juan	Amber
Week 2	Amber	Juan	Amber	Juan	Amber	Amber	Amber

6. A parent-time adjustment to accommodate an extracurricular activity must be discussed and agreed by the Parents in advance whenever reasonably possible. Neither parent shall first involve the Child in a proposed adjustment before reasonably attempting to confer with the other parent.

7. If the Parents agree to a temporary schedule change, they shall confirm it in writing by text message, email, or another written electronic communication. A temporary accommodation does not permanently modify the schedule.

8. **Extended Summer Parent-Time:** Each parent is entitled to two weeks of uninterrupted extended summer parent-time each year. Each Party shall have two weeks of uninterrupted extended summer parent-time each year. Amber selects first in even-numbered years; Juan selects first in odd-numbered years. The selecting Party shall give written notice by May 1. The other Party shall select within ten (10) days, but no later than May 15. If the first-selecting Party

does not timely select, the other Party may select first. Holiday parent-time supersedes extended summer parent-time.

9. Holidays: Holiday parent-time is as the Parents can agree. However, if the Parents are unable to agree, the Parents shall follow the schedule designated in Utah Code Ann. § 81–9–303 as set forth below:

Holiday	Holiday Time Period	Juan	Amber
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the Child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the Child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the Child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the Child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years

Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the Child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the Child to school on the day that school resumes.	Odd years	Even years

Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the Child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the Child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

10. If provisions of this Plan conflict, parent-time shall have the following priority: (a) Mother's Day or Father's Day; (b) the Child's birthday; (c) other holiday parent-time; (d) extended summer parent-time; and (e) the regular parent-time schedule.

11. Virtual Parent-Time: Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Child.

C. EXCHANGES AND TRANSPORTATION

12. **Exchanges:** Except as otherwise provided below, whenever the Child is attending school on the day of an exchange, the parent-time exchange shall occur at school. If school is not in session or the exchange occurs on a non-school day, the parent-time exchange shall occur at the Maverik located in Magna, Utah.

13. **Transportation:** Except as otherwise provided in this paragraph, the Parent beginning their parent-time is responsible for picking up the Child. When a parent-time exchange occurs at school, the Parent whose parent-time is ending is responsible for ensuring the Child is dropped off at school, and the Parent whose parent-time is beginning shall pick up the Child only after the Child has completed all school-related activities scheduled for that day, including any extracurricular activities, practices, meetings, tutoring, or other school-sponsored or school-related obligations. Notwithstanding the foregoing, on any morning when Juan's parent-time is ending and he would otherwise be responsible for dropping the Child off at school, Amber shall meet Juan at the Maverik located in Magna, Utah, where the Parents shall exchange the Child. Amber shall thereafter be responsible for transporting the Child from the Maverik to school.

D. DECISION-MAKING & DISPUTE RESOLUTION PROCEDURES

14. **Emergency Decisions:** Pursuant to Utah Code Ann. § 81-9-203(11)(c), either parent is able to make emergency decisions affecting the health or safety of the Child. A parent, who makes an emergency decision, shall notify the other parent of the decision as soon as reasonably possible.

15. **Day-to-Day Decisions:** Pursuant to Utah Code Ann. § 81-9-203(12), each parent is able to make decisions regarding the day-to-day care and control of the Child while the Child is residing with that parent.

16. **Major Decisions:** For all major decisions involving the Child, including medical, educational, and religious matters, the Parents shall work together—seeking the advice of relevant experts where possible—to make decisions in the best interests of the Child.

17. **Dispute Resolution Process:** In the event that the Parents are unable to agree on a major decision involving the Child, the Parents are required to attend mediation before bringing the matter before the Court. Each parent will be responsible for half (1/2) of the cost of mediation. If the matter is later brought before the Court, the Court may, in its discretion, reallocate the cost of mediation.

18. **Sharing of Information:** The Parents shall exchange information concerning the health, education, and welfare of the Child, and where possible, confer before making decisions concerning any of these areas in accordance with Utah Code Ann. § 81–9–202(10).

E. EDUCATION PLAN

19. **School Enrollment:** The Child shall continue to attend the Child’s current public school and its feeder schools unless the Parties otherwise agree in writing or the Court orders otherwise.

20. **Access to Child:** Both Parents shall have access to the Child during school with both Parents having authority to check the Child out of school. Pursuant to Utah Code Ann. § 81–9–202(6), neither parent may interrupt regular school hours for a school-aged child for the exercise of parent-time.

F. TRAVEL AND RELOCATION

21. **Travel:** If either Parent desires to take the Child for any overnight period from that parent’s residence, the parent shall provide a travel itinerary that complies with the provisions of Utah Code Ann. § 81–9–202(19).

22. The Parents agree that Juan’s consent is provided for the Child to participate in Amber’s

family cruise scheduled for April 2027, subject to Amber providing the itinerary and travel contact information at least twenty-one (21) days before departure. Nothing in this paragraph waives a documentation requirement imposed by a government, carrier, or destination country.

23. Access to Child's Passport: The Parents shall have reasonable access to the Child's passport and shall not withhold it from the other parent during that parent's scheduled parent-time or mutually agreed travel. The Parents shall cooperate to obtain, renew, safeguard, and return the passport as reasonably necessary.

24. Relocation: A parent who intends to relocate from Utah or to a location 150 miles or more from the other parent's residence shall provide the notice and comply with the relocation requirements imposed by Utah Code Ann. § 81-9-209.

G. MUTUAL RESTRAINING ORDERS & AFFIRMATIVE CO-PARENTING DUTIES

25. The Parents shall treat each other with dignity and respect when in the presence of the Child.

26. The Parents must be polite and behave maturely during the exchanges of the Child.

27. Neither parent may use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

28. Neither parent will send to the other party any abusive emails, texts, or voice mails.

29. Each parent is restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.

30. Both Parents are mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.

31. Both Parents will not interfere with the employment of the other party in any way and will avoid the workplace of the other party whenever possible.
32. Neither Parent will be under the influence of illegal drugs or intoxicated when exercising parent-time with the Child.
33. Whichever parent is transporting the Child, the other Parent must be at the appointed time and place and have the Child ready to be picked up or have made reasonable alternative arrangements for the pick-up of the Child.
34. Both Parents will be supportive of the other parent's role as a parent. Neither parent will attempt to alienate the Child in any way from the other parent. Both Parents have an affirmative duty to co-parent the Child in a way that promotes the Child's best interest.
35. Both Parents shall promote a healthy and beneficial relationship between the Child and the other parent.
36. Both Parents shall make reasonable efforts to ensure the Child is not physically harmed by third-parties.
37. The Parents will notify each other of any special events involving the Child such as school activities, church activities, sports events, graduations, etc., so that both Parents have the option of attending the special event if possible.
38. The Parents shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone number(s), email address(es), and other important contact information, including how to be reached in the event of an emergency.

H. FINANCIAL SUPPORT OF THE CHILD

39. **Prospective Child Support:** Amber has a gross monthly income of \$7,083.34.
40. Juan has a gross monthly income of \$18,687.50.

41. Child support is calculated utilizing Utah's Joint Physical Custody Worksheet.
42. For purposes of calculating prospective child support, Amber will receive 208 overnights and Juan will receive 157 overnights.
43. Juan shall pay child support to Amber prospectively in the amount of \$927.00 per month.
44. These prospective child support payments shall commence on October 1, 2026.
45. Payment of child support is due 1/2 on the 15th of each month and 1/2 on the 30th of each month.
46. Child support is collected by income withholding unless the Court enters an order permitting another method of payment in accordance with applicable law. If the Court approves an alternative method of payment, Juan shall make all child-support payments through the Utah State Office of Recovery Services or another method specifically authorized in the final Order, and Juan shall maintain verifiable payment records.
47. Either Parent may seek a review or adjustment of child support as permitted by Utah law. Neither Parent waives the right to seek a future modification of child support upon a material and legally sufficient change in circumstances.
48. Unless the Court orders otherwise, support for the Child shall terminate at the time: (1) the Child becomes 18 years of age or graduates from high school during the Child's normal and expected year of graduation, whichever occurs later, or (2) the Child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, of the Utah Code.
49. Each parent shall notify the other parent of any change in monthly income within thirty (30) days of the change occurring.

50. **Post-Petition Child Support Award:** Juan shall have a child support obligation for the period beginning November 1, 2024, through April 30, 2025, representing the period following the filing of the *Verified Petition for Order of Custody* and preceding the commencement of Juan's child support obligation under the Temporary Orders.

51. For purposes of resolving Juan's child support obligation for this period, Juan's child support obligation is calculated at \$564.00 per month, which is the same monthly child support amount subsequently established by the Court in the Temporary Orders.

52. Juan shall owe the full monthly amount of \$564.00 for each of November 2024, December 2024, January 2025, February 2025, March 2025, and April 2025, for a total of \$3,384.00 for those six months.

53. Juan shall receive credit against the foregoing obligation for any child support payments made to Amber for the benefit of the Child during the period of November 1, 2024, through April 30, 2025, for which Juan can provide reasonable documentation of payment. Documentation for any such claimed payments must be provided on or before September 28, 2026.

54. **Post-Petition Child Support Judgement:** The total child support arrearage for the post-petition, pre-Temporary Orders period ("Post-Petition Arrearage") totals three thousand three hundred eighty-four dollars (\$3,384.00) and is entered as a judgment in favor of Amber against Juan.

55. **Consolidated Financial Arrearage and Repayment:** The Post-Petition Arrearage established above is combined with the Temporary Order Support Arrearage and Health Expense Arrearage established below for purposes of repayment. Juan's total obligation for these arrearages is \$10,653.86 ("Consolidated Financial Arrearage"). Juan shall pay the Consolidated

Financial Arrearage at the rate of \$500.00 per month, in addition to his ongoing prospective child support obligation, until paid in full. Payment toward the Consolidated Financial Arrearage is due on the 15th day of each month, commencing October 15, 2026, and continuing each month thereafter until the balance is paid in full. The final payment shall be in the amount of the remaining unpaid balance. Juan may prepay all or any portion of the Consolidated Financial Arrearage at any time without penalty.

56. If Juan fails to make a payment toward the Consolidated Financial Arrearage when due and does not cure the missed payment within ten (10) days after written notice from Amber, the entire remaining balance shall become immediately due and payable. Nothing in this paragraph limits either Parent's right to seek enforcement of the financial provisions of this Agreement or any Order incorporating the Agreement.

57. **Temporary Orders Arrears & True-Up:** The Court previously entered Temporary Orders requiring Juan to pay child support to Amber commencing May 1, 2025. For purposes of the Temporary Orders, Amber was attributed a gross monthly income of \$5,014.53 and Juan was attributed a gross monthly income of \$10,896.58.

58. Pursuant to the Temporary Orders, child support was calculated utilizing Utah's Joint Physical Custody Worksheet. For months in which the Child's school was in session, Amber was allocated 208 annual overnights and Juan was allocated 157 annual overnights, resulting in a monthly child support obligation of \$564.00. For months in which the Child's school was not in session, Amber was allocated 183 annual overnights and Juan was allocated 182 annual overnights, resulting in a monthly child support obligation of \$271.00.

59. Amber commenced new employment in May 2025, increasing her gross monthly income from \$5,014.53 to \$7,083.34. The Parties agree that Amber's increased income will be utilized for purposes of calculating child support beginning June 1, 2025.

60. Based upon Amber's gross monthly income of \$7,083.34 and Juan's then-existing gross monthly income of \$10,896.58, Juan's adjusted child support obligation from June 1, 2025, through January 31, 2026, was \$489.00 per month for months in which the Child's school was in session and \$173.00 per month for months in which the Child's school was not in session.

61. Juan commenced new employment in January 2026, increasing his gross monthly income from \$10,896.58 to \$18,687.50. Juan's increased income is utilized for purposes of calculating child support beginning February 1, 2026.

62. Based upon Amber's gross monthly income of \$7,083.34 and Juan's gross monthly income of \$18,687.50, Juan's adjusted child support obligation from February 1, 2026, through September 30, 2026, is \$927.00 per month for months in which the Child's school was in session and \$489.00 per month for months in which the Child's school was not in session.

63. For purposes of calculating the child support true-up, the Child's 2024–2025 school year ended on May 21, 2025, and the 2025–2026 school year commenced on August 18, 2025. The Child's 2025–2026 school year ended on May 21, 2026, and the 2026–2027 school year commenced on August 19, 2026. Consistent with the Temporary Orders, May and August is treated as months in which the Child's school was in session, and June and July are treated as months in which the Child's school was not in session.

64. Based upon the foregoing, Juan's adjusted child support obligation from May 1, 2025, through September 30, 2026, is calculated as follows:

- A. For May 2025, Juan's child support obligation was \$564.00;
- B. For June and July 2025, Juan's child support obligation was \$173.00 per month for two (2) months, totaling \$346.00;
- C. For August 2025 through January 2026, Juan's child support obligation was \$489.00 per month for six (6) months, totaling \$2,934.00;
- D. For February 2026 through May 2026, Juan's child support obligation was \$927.00 per month for four (4) months, totaling \$3,708.00;
- E. For June and July 2026, Juan's child support obligation was \$489.00 per month for two (2) months, totaling \$978.00; and
- F. For August and September 2026, Juan's child support obligation was \$927.00 per month for two (2) months, totaling \$1,854.00.

65. Juan's total adjusted child support obligation for the period beginning May 1, 2025, and ending September 30, 2026, is therefore \$10,384.00.

66. Between February 1, 2026 and September 1, 2026, Juan has paid a total of \$4,000.00 to Amber toward his child support obligation accruing during the foregoing period. Juan shall receive a dollar-for-dollar credit for those payments against the adjusted child support obligation set forth above.

67. **Temporary Orders Arrears Judgment:** After application of Juan's \$4,000.00 credit, Juan owes Amber six thousand three hundred eighty-four dollars (\$6,384.00) as the remaining child support arrearage for the period beginning May 1, 2025, and ending September 30, 2026 ("Temporary Order Support Arrearage") and is entered as a judgment in favor of Amber against Juan.

68. Motor Vehicle & Insurance: The Child will soon be eligible to obtain a driver license and one or both Parents may elect to purchase or contribute toward the purchase of a motor vehicle for the Child. Neither Parent is obligated to purchase a motor vehicle for the Child or contribute toward the purchase of a motor vehicle selected or purchased by the other Parent unless otherwise agreed in writing.

69. If both Parents contribute toward the purchase of a motor vehicle for the Child, each Parent is responsible for the same percentage of the vehicle's insurance premiums, registration and licensing expenses, routine maintenance, and necessary repairs as that Parent contributed toward the vehicle's purchase price. For example, if one Parent contributes sixty percent (60%) and the other Parent contributes forty percent (40%) of the purchase price, the Parents will be responsible for sixty percent (60%) and forty percent (40%), respectively, of those expenses.

70. If only one Parent purchases or pays the entire purchase price of a motor vehicle for the Child, that Parent is solely responsible for the vehicle's insurance premiums, registration and licensing expenses, routine maintenance, necessary repairs, and other reasonable expenses directly associated with the ownership and operation of that vehicle, unless the parties otherwise agree in writing.

71. The expense-sharing obligations set forth in this provision expressly exclude gasoline, charging costs, and other fuel expenses associated with the Child's use of the vehicle. Neither Parent is required under this provision to pay or reimburse the other Parent or the Child for such expenses.

72. A motor vehicle purchased for the Child's use is available for the Child's reasonable use during the Child's parent-time with either Parent. A Parent who purchases or contributes toward

the purchase of a vehicle for the Child shall not prohibit, restrict, or condition the Child's use or possession of the vehicle solely because the Child is exercising parent-time with the other Parent. The vehicle may travel with the Child between the Parents' respective households and may remain with the Child during either Parent's parent-time, subject to reasonable restrictions imposed for the Child's safety, compliance with applicable law, insurance requirements, or appropriate discipline unrelated to the exercise of parent-time.

73. For any non-emergency repair or maintenance expense exceeding \$300.00, the Parent seeking to incur the expense shall provide reasonable advance notice to the other Parent if the other Parent is responsible for any percentage of that expense. Emergency repairs reasonably necessary for the Child's safety or to prevent further damage to the vehicle may be authorized without advance agreement, provided that the other Parent is notified as soon as reasonably practicable.

74. **Cellular Telephone for the Child:** The parties acknowledge that the Child currently has a cellular telephone and that one or both Parents may purchase or contribute toward the purchase or replacement of a cellular telephone for the Child.

75. If both Parents contribute toward the purchase or replacement of a cellular telephone for the Child, each Parent is responsible for the same percentage of the reasonable costs associated with the cellular telephone, including the monthly cellular service plan, device insurance, and necessary repairs, as that Parent contributed toward the purchase price of the device. For example, if one Parent contributes sixty percent (60%) and the other Parent contributes forty percent (40%) of the purchase price, the Parents are responsible for sixty percent (60%) and forty percent (40%), respectively, of those expenses.

76. If only one Parent purchases or pays the entire purchase price of a cellular telephone for the Child, that Parent is solely responsible for the monthly cellular service plan, device insurance, necessary repairs, and other costs associated with that device, unless the parties otherwise agree in writing.

77. The Child's cellular telephone shall remain available for the Child's reasonable use during the Child's parent-time with either Parent. A Parent who purchases the cellular telephone, pays for cellular service, or contributes toward either expense shall not terminate or suspend cellular service or prohibit, restrict, or condition the Child's possession or use of the cellular telephone solely because the Child is exercising parent-time with the other Parent. The cellular telephone may travel with the Child between the Parents' respective households and may remain in the Child's possession during either Parent's parent-time.

78. Nothing in this provision shall prevent either Parent from imposing reasonable restrictions upon the Child's use of the cellular telephone during that Parent's parent-time for purposes of appropriate discipline, bedtime, schoolwork, safety, or other reasonable parenting considerations, provided that such restrictions are not imposed for the purpose of interfering with the Child's relationship or reasonable communication with the other Parent.

79. **Health and Dental Insurance & Expenses:** Pursuant to Utah Code Ann. § 81–6–208(3), the Parents shall provide medical, dental, and vision insurance for the Child and will do so as long as it remains available at their place(s) of employment at a reasonable expense. The Parents shall work together to ensure the Child is provided the best available coverage at the most reasonable expense.

80. If, at any point in time, the Child is covered by the health insurance plans of both Parents, the health insurance plan of Amber is primary coverage for the Child and the health insurance plan of Juan is secondary coverage for the Child. If a parent marries and the Child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent is 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.

81. If a parent does not maintain insurance on behalf of the Child, that parent is responsible for one-half of the Child's medical, dental, and vision insurance premiums.

82. Pursuant to Utah Code Ann. § 81-6-208(9), at any time when the Parents are sharing the cost of the health, dental, and/or vision insurance premiums, the Child's portion of the premiums are a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

83. Pursuant to Utah Code Ann. § 81-6-208(3), the Parents shall divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the Child not covered by insurance

84. Pursuant to Utah Code Ann. § 81-6-208(10)(c), the parent who incurs medical expenses shall provide the other parent with written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

85. Pursuant to Utah Code Ann. § 81-6-208(10)(d), the parent who incurs medical 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 provide written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. § 81-6-208(10)(c).

86. A parent who incurs the medical expenses must be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

87. Pursuant to Utah Code Ann. § 81–6–208(10)(a), the parent providing insurance shall provide verification of coverage to the other parent upon initial enrollment of the Child, and after initial enrollment, on or before January 2 of each calendar year. The parent providing insurance shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

88. Pursuant to Utah Code Ann. §§ 15–4–6.7 and 81–3–105, when a court order has been entered providing for the payment of the Child’s medical expenses pursuant to Utah Code Ann. §§ 81–4–204 or 81–6–208, or an administrative order under § 62A–11–326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical, dental, and vision expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. § 70C–7–107, or report of the debtor’s repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical, dental, and vision expenses required to be paid by the parent under the order.

89. Each parent is ordered to send a copy of the final Order of Custody to any creditor for a particular medical, dental, or vision expense of the Child, notifying the particular creditor of that parent’s current address, and inform the particular creditor that it may not make a claim for unpaid medical expenses against that parent if that parent has paid in full that share of medical,

dental, or vision expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah law.

90. Health Expense Arrearages: Pursuant to the Temporary Orders, Amber and Juan were each responsible for fifty percent (50%) of the Child's uninsured and unreimbursed medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses.

91. During the pendency of the Temporary Orders, Amber incurred and paid medical, dental, vision, and other qualifying health-care expenses for the Child for which Juan has not fully reimbursed Amber his fifty-percent (50%) share.

92. Amber provided Juan with notice and documentation of medical, dental, and vision expenses incurred on behalf of the Child during 2025 and requested reimbursement of Juan's share of those expenses. The amounts claimed by Amber during this period also included certain school and other non-medical expenses, which are not included in the medical-expense arrearage calculated herein. As of December 2025, Amber had requested payment of \$718.72 in combined shared expenses.

93. For purposes of resolving the medical-expense arrearage, Juan's unpaid fifty-percent (50%) share of qualifying medical, dental, vision, and related health-care expenses incurred during July through December 2025 is \$545.46.

94. Amber continued to incur medical, dental, vision, and related health-care expenses for the Child during January through August 2026. These amounts included monthly medical, dental, and vision expenses, together with an additional \$80.00 doctor visit incurred in March 2026.

95. For purposes of resolving the medical-expense arrearage, Juan's unpaid fifty-percent (50%) share of the qualifying medical, dental, vision, and related health-care expenses claimed by Amber for January through August 2026 is \$340.40.

96. Accordingly, Juan's total unpaid share of the Child's medical, dental, vision, and related health-care expenses identified herein is calculated as follows:

A. July through December 2025: \$545.46; and

B. January through August 2026: \$340.40.

97. **Health Expense Arrearages Judgment:** Juan therefore owes Amber eight hundred eight-five dollars and eight-six cents (\$885.86) as reimbursement for his unpaid share of the Child's medical, dental, vision, and related health-care expenses ("Health Expense Arrearage"), which is entered as a judgment in favor of Amber against Juan.

98. **Work-Related Child Care Expenses:** Pursuant to Utah Code Ann. § 81-6-209(1), Amber and Juan shall equally share any work-related child care expenses for the Child.

99. Absent a written agreement between the Parents, work-related child care provided by family members or friends is at no cost to the other parent.

100. The Parents shall work together, where possible, to secure a single provider for any work-related child care for the Child.

101. Pursuant to Utah Code Ann. § 81-6-209(2)(a), a parent will begin paying that parent's share of work-related child care expenses on a monthly basis upon presentation of proof of the child care expense. The Parents will pay the provider directly, if possible.

102. If the child care expense ceases to be incurred, that parent is permitted to suspend making monthly payment while it is not being incurred, and is able to do so without obtaining a modification of the child support order.

103. Pursuant to Utah Code Ann. § 81–6–209(2)(c)(i), the parent that incurs child care expenses will provide written verification of the cost and identity of the child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

104. Pursuant to Utah Code Ann. § 81–6–209(2)(c)(ii), the parent that incurs child care expenses will notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

105. School Fees: Absent a written agreement between the Parents, each parent is to assume and be responsible for fifty percent (50%) of all required or mutually agreed-upon out-of-pocket school expenses for the Child, including registration, books, required supplies, lab fees, and other similar expenses incurred during the time leading up to and including high school. A parent shall not be required to reimburse the other parent for any discretionary or non-required purchase made for the Child, including computers, electronics, equipment, or similar items, unless the expense was agreed upon by the Parents in advance.

106. The Parents will pay the school directly, if possible. If it is not possible, the parent incurring the out-of-pocket school expense will submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or of receiving the verification of the incurred expense.

107. If it is not possible to pay the school directly, the parent incurring the out-of-pocket school expense will be reimbursed by the other parent within thirty (30) days of producing the school expense invoices, bills, receipts, and/or verifications.

108. Extracurricular Activities: Each parent is to assume and be responsible for fifty percent (50%) of any out-of-pocket costs incurred for any mutually agreed-upon (in writing) extracurricular activities that the Child may be involved in. In determining the Child's extracurricular activities, the Parents will consider the best interests of the specific child. Neither parent will unreasonably withhold their consent for the Child to participate in extracurricular activities. If a parent chooses to not consent to the registration for a particular extracurricular activity, that parent will provide the other parent with a written basis for why consent is not given.

109. The Parents will pay the providers directly, if possible. If it is not possible, the parent incurring the extracurricular activity out-of-pocket costs will submit to the other parent verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the receipt/invoice.

110. If it is not possible to pay the providers directly, the parent incurring the extracurricular activity out-of-pocket costs will be reimbursed by the other parent within thirty (30) days of producing the extracurricular expense receipt or invoice.

111. A parent who incurs an expense for an extracurricular activity without receiving prior consent from the other parent is solely responsible for that expense.

112. If a parent enrolls the Child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent will pay the full cost.

113. Both Parents are able to attend all of the Child's extracurricular activities and the parent who registers/signs up for the extracurricular activity will put the event on a co-parenting calendar within twenty-four (24) hours of receiving notice of the activity or any change.

I. TAXES

114. Child Tax Credit: Commencing with the 2026 tax year, and so long as the Child qualifies as an exemption, Amber shall claim N.J.C. for all odd numbered tax years. Commencing with the 2026 tax year, and so long as the Child qualifies as an exemption, Juan shall claim N.J.C. for all even numbered tax years.

115. Implementation of Tax Claim: No later than January 31 following a tax year in which the other Parent is entitled to claim the Child, the Parent otherwise entitled to claim the Child shall execute and deliver any IRS form, including Form 8332 if required, or other written release reasonably necessary to permit the entitled Parent to claim the Child. A Parent who is not current on child-support obligations as of December 31 is not entitled to the dependency claim for that tax year, and the other Parent may claim the Child if otherwise permitted by tax law.

116. Condition to Claim Child: Notwithstanding the foregoing, a parent is entitled to claim the Child for federal and state income tax purposes only if, as of December 31 of the applicable tax year, that parent is current on all child support obligations and all other financial obligations for the Child then due and owing, including the parent's share of uninsured or unreimbursed medical and dental expenses, school expenses, and work-related childcare expenses. If the parent otherwise entitled to claim the Child is not current on all such obligations as of December 31, the other parent is entitled to claim the Child for that tax year, provided that the other parent is otherwise eligible to claim the Child under applicable law.

J. ATTORNEYS' FEES AND COSTS

117. Amber and Juan shall each be responsible for their own attorney fees and costs incurred in this matter.

MISCELLANEOUS PROVISIONS

118. After this *Order of Custody* is issued, if a dispute ever arises between the parties concerning the terms and provisions in the *Order of Custody*, they must first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement does not apply to a motion to address an emergency matter.

119. The parties will execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of this *Order of Custody*.

120. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of this *Order of Custody*, the prevailing party is entitled to reasonable attorneys' fees and costs to enforce the provisions of the *Order of Custody*.

*****Executed and Entered by the Court as Indicated by
the Date and Seal at the Top of the First Page*****

APPROVED AS TO FORM:

/s/ Deven J. Coggins

DEVEN J. COGGINS

Counsel for Juan Gonzolo Cabrera

(with permission of Deven J. Coggins received via email)