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

In the Matter of the Marriage of:

SANTIAGO SANTOS,
Petitioner,

and,

AILEE NOEMI MORENO,
Respondent.

DECREE OF DIVORCE

Case No.: 234905976

Judge: Todd M. Olsen

Commissioner: Michelle Blomquist

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The parties shall be granted a decree of divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage relationship impossible. A decree of divorce shall be entered, dissolving the bonds of matrimony.

Jurisdiction Over the Child

1. The parties have one (1) minor child born as issue of the marriage, to wit: S.A.S. born November 2022.
2. The child is a resident of Salt Lake County, State of Utah. Utah is the home state of the parties' minor child, pursuant to UCA § 78B-13-102(7), and Utah has jurisdiction over this matter, pursuant to UCA § 78B-13-201(1), in that the child has lived in Utah with a parent for at least six (6) consecutive months immediately prior to the commencement of this action.
3. Pursuant to Utah Rule of Civil Procedure 100(a), Utah Code § 78B-13-101, and the Uniform Interstate Family Support Act, Utah Code § 78B-14-101 there are no known proceedings for custody, child support, parent-time, criminal, or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

Parentage of L.M.M.

4. Respondent has another minor child, L.M.M., born in July 2024 during the parties' marriage. The Court adjudicates that Petitioner, Santiago, is neither the biological nor the legal father of L.M.M. Any presumption of Petitioner's paternity is hereby rebutted. Petitioner shall have no parental responsibilities regarding L.M.M., including any obligation to pay child support.

STATE ASSISTANCE

5. Respondent is currently receiving public assistance on behalf of the minor child for purposes of health insurance and childcare.

CUSTODY AND PARENT-TIME

Legal Custody

6. Petitioner shall be awarded sole legal custody of the minor child until Respondent has successfully completed all required substance abuse treatment, demonstrated six (6) consecutive months of sobriety and testing compliance following treatment as described below, provided documentation verifying satisfaction of those requirements, and begun exercising unsupervised parent-time. Upon satisfaction of these conditions, the parties shall be awarded joint legal custody pursuant to the parenting plan set forth below.

Physical Custody

7. Petitioner shall be awarded sole physical custody of the minor child. Respondent's parent-time shall be supervised pursuant to Utah Code § 81-9-207 because the minor child is likely to be subject to physical harm, emotional harm, or abuse if left unsupervised with Respondent; supervision is necessary to protect the minor child; and no less restrictive means are reasonably available.

8. Respondent's parent-time shall be supervised by a mutually agreed-upon third party known to both parties. The parties approve Blanca Sanchez, George Moreno, and Jeannette Moreno as supervisors and may agree to additional supervisors in writing. During the supervision period, Respondent shall be entitled to one three-hour midweek visit each week and one weekend visit of up to five (5) hours every other weekend. The dates and times of these visits shall be coordinated with the approved supervisors and shall depend upon their availability. An approved supervisor shall be present throughout each visit. An approved supervisor shall remain present and within earshot of the minor child at all times during each visit.

Substance Abuse Evaluation

9. Respondent shall complete a comprehensive substance use assessment with a licensed professional qualified to assess and treat substance use disorders. The assessment shall include a parenting component, if available, addressing the impact of Respondent's substance use on her ability to safely parent the minor child. Petitioner, Santiago, shall have an opportunity to provide collateral information directly to the evaluator, and Respondent shall execute any authorizations necessary to permit the evaluator to receive and consider that information.

10. Respondent shall comply with and successfully complete all treatment and other recommendations arising from the assessment, including any recommended residential treatment, outpatient treatment, and aftercare. Successful completion shall be documented by a certificate of completion or written confirmation from the treating provider; mere discharge or termination from a program shall not constitute successful completion. Respondent shall provide Petitioner with the recommendations and documentation sufficient to verify her compliance and successful completion.

a. Sobriety and Testing. Respondent shall abstain from alcohol and the use of illegal drugs or controlled substances not prescribed to her. Respondent shall participate in identity-verified remote breath alcohol testing through Soberlink, BACtrack, or a comparable service. Petitioner shall be added as an authorized contact with access to view all test results, which shall be transmitted directly to him. Respondent shall complete one breath alcohol test immediately before each period of parent-time and one additional test during each period of parent-time. These requirements shall apply to both supervised and unsupervised parent-time.

b. During treatment, Respondent shall submit to drug testing at the frequency recommended by her substance abuse counselor or treating professional. Following successful completion of all recommended treatment services, Respondent shall submit to random drug testing once per week for the first two (2) months and once every two (2) weeks for the next two (2) months. During the final two (2) months of the six-month sobriety period, Respondent shall submit to drug testing upon Petitioner's reasonable request, with the parties each paying one-half of the cost of each requested test. Respondent shall be responsible for the costs of testing during treatment and the first four (4) months following treatment.

c. After Respondent successfully completes the six-month sobriety and testing compliance period, Petitioner may request that Respondent submit to a drug test no more than once per month. Petitioner shall pay the entire cost of each such test.

d. Requirements for Unsupervised Parent-Time. Respondent's parent-time shall remain supervised throughout treatment and for at least six (6) consecutive months following successful completion of all treatment required under subparagraph a. During that six-month period, Respondent shall demonstrate continued sobriety through negative drug tests and alcohol test results, with no positive, missed, refused, or tampered tests. Any such test shall interrupt the qualifying period, and a new six-month period shall begin upon Respondent's resumption of full testing compliance and negative results.

e. Safe Living Arrangements. Before beginning unsupervised parent-time, Respondent shall establish safe and appropriate living arrangements where parent-time will occur, with no unrelated adult roommates residing in the home. Respondent shall provide Petitioner with the address and documentation sufficient to verify the living arrangements and the identities of all persons residing in the home. Respondent's parent-time shall remain supervised until she satisfies both this requirement and the treatment, sobriety, and testing requirements set forth above.

11. Upon satisfying all foregoing requirements and providing documentation verifying successful treatment completion and six (6) consecutive months of sobriety and testing compliance after treatment, Respondent shall begin unsupervised parent-time pursuant to Utah Code § 81-9-302.

PARENTING PLAN

Verification

12. Pursuant to Utah Code Ann. § 81-9-203 this parenting plan is submitted in good faith.

Relocation

13. Pursuant to Utah Code § 81-9-209, if either party relocates more than 150 miles away from their current residence or out of state, then the relocating party shall comply with the notice requirements in Utah Code § 81-9-209.

Decision Making for the Minor Child

14. Petitioner shall have sole legal custody and decision-making authority for the minor child until Respondent satisfies all treatment, sobriety, testing, and documentation requirements set forth above and begins exercising unsupervised parent-time.

15. Upon satisfaction of those conditions, the parties shall share joint legal custody and shall confer and attempt in good faith to reach agreement on major decisions affecting the minor child. If they cannot agree, they shall participate in mediation. If mediation does not resolve the disagreement, Petitioner shall have final decision-making authority, subject to Respondent's right to seek review by filing an appropriate motion with the Court.

16. Once the parties share joint legal custody, Petitioner shall notify Respondent in writing of any proposed major decision affecting the minor child. If Respondent does not respond in writing within forty-eight (48) hours after receiving the notice, Petitioner may make the identified decision without Respondent's approval and without first participating in mediation, subject to Respondent's right to seek review by filing an appropriate motion with the Court.

Travel

17. The parties shall be ordered to inform each other of plans to travel with the child overnight and will do so as soon as the travel is planned, but in no circumstances later than fourteen (14) days prior to the travel beginning. For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent: an itinerary of travel dates; destinations; places where the minor child or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

Holidays

18. While Respondent's parent-time remains supervised pursuant to Utah Code § 81-9-207, holiday parent-time shall be as the parties agree in writing. If the parties do not agree, the holiday allocation in Utah Code § 81-9-302 shall determine which holidays Respondent is entitled to exercise parent-time, with Respondent designated as the noncustodial parent for that purpose. Respondent shall receive up to five (5) hours of supervised parent-time on the actual date of each holiday allocated to her, subject to the supervision provider's availability. The statutory holiday allocation shall determine entitlement to each holiday; the statutory start times, end times, and extended holiday periods shall not apply during supervised parent-time.

19. Once Respondent begins exercising unsupervised parent-time, holiday parent-time shall be as the parties agree in writing. If the parties do not agree, they shall follow the holiday schedule set forth in Utah Code § 81-9-302, with Respondent designated as the noncustodial parent for holiday parent-time purposes.

Special Events

20. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent, which may inadvertently conflict with the visitation schedule.

Respect, Cooperation, and Parenting

21. Both parents shall encourage affection and promote respect toward the other parent.

22. The parents shall be absolutely restrained from harassing, stalking, abusing, or demeaning the other parent.

23. The parents shall be restrained from discussing this case, support, or any other adult topics within range of the child.

24. Neither parent may do anything that places the child's physical, mental, or emotional wellbeing and health at risk. Each parent shall refrain from using corporal punishment with the minor child, and shall keep third parties from doing so.

25. Each parent shall foster the minor child's relationship with the other parent. Neither parent shall make, or knowingly permit any third party to make, disparaging, derogatory, insulting, or demeaning remarks about the other parent in the presence or hearing of the minor child or in any communication reasonably likely to reach the minor child. Each parent shall take reasonable steps to prevent family members, romantic partners, friends, and other individuals within that parent's control from making such remarks in the child's presence.

School

26. Petitioner shall be considered the residential parent for school selection purposes.

27. Both parents shall be listed as contacts at the school, and both shall have full access to all school records and portals.

Contact Information and Records

28. 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.

Romantic Partners

29. Neither party shall introduce the minor child to a romantic partner until that party has been in a relationship with the partner for at least six (6) months. Neither party shall permit a romantic partner to stay overnight during that party's parent-time until the relationship has lasted at least twelve (12) months.

CHILD SUPPORT

30. Pursuant to Utah Code § 78B-12-202 et seq. it is reasonable and proper that Respondent pay Petitioner child support. Child support shall begin November 2026 and shall be paid as follows:

a. Petitioner is currently employed and earns \$3,861 gross per month. Respondent is currently employed and earns \$2,426.67 gross per month. In accordance with Utah Code 81-6-203, and the sole custody worksheet, Respondent shall pay child support to Petitioner in the amount of \$295 per month.

b. Unless the Court orders otherwise, support for a child terminates at the time (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801 et seq.

c. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month shall be considered delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month shall be delinquent on the 21st day of the month.

d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services until such time as the noncustodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. If mandatory income withholding is implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party requesting income withholding.

e. Under Utah Code § 78B-12-210(8), the parties shall have a right to adjust the child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously

ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services will review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code § 78B-12-210(7) and (9), the parties shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

HEALTH INSURANCE AND MEDICAL EXPENSES

31. The minor child is currently receiving health care benefits through Medicaid. In the event either party has, or subsequently obtains access to, cost-effective health and dental insurance

coverage for the minor child, that party shall enroll the minor child in such coverage and shall be responsible for maintaining the coverage so long as it remains reasonably available and cost-effective. If at some point both parties cover the child, each party will cover their own health insurance premiums.

32. If either party obtains health insurance on behalf of the minor child, the parties should abide by the following orders:

- a.** The parents shall divide the cost of the premiums for the child's portion of the health insurance equally.
- b.** The party who maintains the health insurance shall provide proof of the premium amounts within fourteen (14) days of a request to do so. Premiums shall be divided on a per capita basis. If the parents ever choose to double cover the children, they shall each pay their own premiums.
- c.** Each parent shall share equally all reasonable and necessary uninsured health care expenses for the minor child, including but not limited to medical, dental, orthodontic, vision, counseling, psychological, psychiatric, behavioral, occupational, physical, speech, developmental, and other medically necessary therapeutic services, prescriptions, diagnostic testing, specialist care, deductibles, copayments, and any other medically necessary treatment or devices not paid by a health insurance carrier.
- d.** 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 will remit payment within 30 days of receipt of the verification.

e. The parent ordered to maintain insurance shall provide written verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each year, if there is a change in the previous coverage or provider.

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a 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 child.

REAL PROPERTY

33. During the marriage, the parties did not acquire an interest in any real property.

BUSINESS ASSETS

34. During the course of the marriage, the parties have not acquired an interest in any business assets.

PERSONAL PROPERTY

35. During the course of the marriage, the parties acquired certain items of personal property. The parties have already divided their personal property to their mutual satisfaction, and each party shall be awarded the personal property currently in his or her possession.

SAVINGS, CHECKING, RETIREMENT, AND INVESTMENT ACCOUNTS

36. During the course of the marriage, the parties acquired various savings, checking, and retirement accounts. The Parties agree that they maintained their assets separately and each Party shall retain all assets and accounts currently held in his or her individual name as his or her sole and separate property, free from any claim by the other Party.

DEBT AND OBLIGATIONS

37. During the course of the marriage, the parties acquired various debts that were maintained separately throughout the marriage. Each Party shall retain sole responsibility for all debts and liabilities currently held in his or her individual name. Each Party waives any claim for contribution or reimbursement regarding the other Party's separate debts and shall indemnify and hold the other harmless from any liability related.

ALIMONY

38. Both parties are capable of supporting themselves financially and no alimony shall be awarded now or in the future.

TAXES

39. Petitioner shall claim all tax benefits for the minor child each year.

MEDIATION

40. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party agrees to attend the mediation and to participate in good faith; and mediation may be conducted virtually. If the parties are unable to agree upon a mediator, the party requesting mediation shall arrange for a mediator through the Administrative Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. A dispute may not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. Orders to Enforce and emergency requests may be filed without mediation if mediation is not practical given the time restraints.

EXECUTING DOCUMENTS

41. The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the signing of the Stipulation, the other party may bring an order to show cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party. The Court shall order attorney fees and costs for the compliant party.

COOPERATION

42. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure the Court's orders are carried out in every detail. Failure

to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, pay damages, pay interest, and serve jail time, among other remedies.

ATTORNEY FEES

43. Each party shall pay their own attorney fees through the signing of the Stipulation and reasonable paperwork to finalize the case. In addition, the prevailing party to an action for breach of a term of the Stipulation or order shall be entitled to his or her attorney fees and costs.

FINALIZATION OF THE CASE

44. The parties shall work together cooperatively via email to finalize the divorce case. They will follow the timelines in UTAH R. CIV. P. 7(j) in presenting proposed drafts and approving them and filing them with the Court for ratification if no response is received.

--END OF DOCUMENT--

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.

Approved as to form:

/s/ Judy Imlay

Judy Imlay

Attorney for Respondent (Limited Scope)

Ms. Imlay approved her electronic signature on October 2, 2026._

CERTIFICATE OF DELIVERY

I hereby certify that on the 2nd day of October 2026, I caused to be delivered a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following:

Judy Imlay Attorneys for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Mail E-Filing
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/s/ Lexie Baker

