The Order of the Court is stated below:
Dated: October 08, 2026 02:55:40 PM **/s/** THADDEUS MAY District Court Judge

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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 BRIAN DAVID MONESTIME & SHASKIA ALCE MONESTIME (n/k/a HART).	**FINAL DECREE OF DIVORCE** Case No. 194905410 Honorable Thaddeus May Commissioner Kim M. Luhn

Before the Court is the *Verified Petition for Divorce* of Brian David Monestime, which was filed on September 13, 2019. *See* Filing No. 1. On July 22, 2020, the Court entered a *Bifurcated Decree of Divorce*, granting the parties a divorce from one another, but reserving all other issues for trial. *See* Filing No. 24. On November 13, 2025, the Court entered *Partial Judgment on the Pleadings as to Non-Custody Issues*. *See* Filing No. 78. That order resolved all non-custody issues between the parties. *Id.*

On January 6, 2026 the parties participated in a judicial settlement conference conducted by the Honorable Laura Scott. During that judicial settlement conference the parties entered into a settlement agreement, which was stated and confirmed on the record at the time of the judicial

settlement conference. The Court has reviewed the matter. Having accepted the parties' settlement and having entered its *Findings of Fact and Conclusions of Law*, **THE COURT HEREBY ORDERS**:

1. **Child**. The parties have one (1) child together born or adopted of this marriage, to wit:

A. B.F.M., born in October of 2015.

2. **Jurisdiction**. Utah has jurisdiction to make children custody and parent-time determinations pursuant to Utah Code Ann. § 81-6 *et seq*. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

3. **Legal Custody:** The parties are awarded joint legal custody of the minor child.

4. **Physical Custody:** Mrs. Hart is award sole physical custody of the minor child.

5. **Communication:** The parties shall use Our Family Wizard as their exclusive method of communication regarding the minor child. All non-emergency communication between the parties shall occur through the application.

6. Each party shall timely review and respond to communications within the application.

7. All documents and information relating to the minor child, including but not limited to medical records, school records, notices, and other relevant materials, shall be uploaded and shared through the application.

8. The parties shall maintain and utilize the calendar function within the application. All events relating to the minor child, including but not limited to medical appointments, school activities, extracurricular activities, and other scheduled events, shall be promptly entered into the calendar.

9. All requests for reimbursement, payments, and documentation of expenses relating to the

minor child shall be submitted and tracked through the application. Receipts and supporting documentation shall be uploaded within the application.

10. Each party shall be solely responsible for the cost of their own subscription to Our Family Wizard.

11. Reunification Therapy and Parent-Time: The parties shall immediately engage in reunification therapy with a mutually agreed provider, which the parties anticipate will be The Children's Advocacy Center or other qualified provider.

12. The parties shall fully cooperate with the reunification therapy process. Each party shall execute all releases necessary to allow the reunification therapist to communicate with both parents and to allow both parents access to all records generated in connection with the therapy, including records relating to the child's medical providers, school, and any other relevant third parties. Mother shall upload all provider information, records, and Father's contact information into Our Family Wizard and shall ensure that Father has full access to such information.

13. The parties shall each be responsible for one-half (50%) of the minor child's reunification therapy costs, unless otherwise agreed in writing.

14. Each party shall make the child available for all scheduled sessions and shall actively encourage and support the child's participation in reunification therapy. The parties shall comply with all recommendations of the reunification therapist.

15. The reunification process shall proceed in a gradual manner as determined by the reunification therapist. The therapist shall determine the progression of contact, which may include therapeutic communication, virtual contact, and in-person parent-time.

16. Upon successful completion of reunification therapy, the reunification therapist shall

provide recommendations for a parent-time schedule, including regular parent-time, holiday parent-time, and summer parent-time. The parties shall follow the reunification therapist's recommended parent-time schedule for a period of one (1) year following successful completion of reunification therapy unless otherwise agreed in writing.

17. For a period of one (1) year following the successful completion of reunification therapy, all in-person parent-time exercised by Father shall occur in the State of Florida, regardless of any recommendation by the reunification therapist that parent-time occur elsewhere.

18. During this one-year period, Father shall be solely responsible for all costs associated with exercising parent-time, including but not limited to travel, lodging, and any related expenses. Mother shall have no obligation to contribute to such costs during this period.

19. Mother waives any claim to past-due child support as of the date of entry of this Decree.

20. At the conclusion of the one-year period following successful reunification therapy, the parties shall make a good-faith effort to agree on any modification to the location and structure of parent-time, including whether parent-time may occur outside of Florida and whether costs should be shared.

21. If the parties are unable to reach an agreement, Father may file an action in the appropriate court in the State of Florida to request modification of parent-time, including the location of parent-time and allocation of costs.

22. **Educational Plan:** Pursuant to Utah Code Ann. § 81–9–203(11)(d), the following should apply:

A. Mrs. Hart's home should be the Minor Child's home residence for purposes of identifying the appropriate school;

B. Both Parents should work together—seeking the advice of relevant experts where possible—to make educational decisions in the best interests of the Minor Child. If the parties are unable to agree, Ms. Hart should have final decision-making authority subject to the dispute resolution process below;

C. Both Parents should have access to the Minor Child during school with both Parents having authority to check the Minor Child out of school; and

D. 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.

23. **Other Major Decisions:** For all other major decisions involving the Minor Child, including medical and religious matters, both Parents should work together—seeking the advice of relevant experts where possible—to make decisions in the best interests of the Minor Child. If the Parents are unable to agree, Mrs. Hart should have final decision-making authority subject to the dispute resolution process below.

24. **Dispute Resolution Process:** In the event that the Parents are unable to agree on a major decision involving the Minor Child, and to the extent Mr. Monestime disputes the final decision made by Mrs. Hart, Mr. Monestime may request mediation and the Parents should be required to attend mediation before bringing the matter before the Court. Each Parent should 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.

25. **Child Support:** For purposes of child support, Mr. Monestime has a gross monthly income of $4,420.00.

26. For purposes of child support, Mrs. Hart has a gross monthly income of $3,749.20.

27. Child support is calculated utilizing Utah's Sole Physical Custody Worksheet.

28. Pursuant to Utah's Child Support Guidelines (UTAH CODE ANN. §§ 81–6–101 *et seq.*), Mr. Monestime will pay Mrs. Hart monthly child support in the amount of $501.00

29. Child support payments will commence February 1, 2026.

30. Payment of child support are due 1⁄2 on the 5th of each month and 1⁄2 on the 20th of each month.

31. Support for a specific minor child will terminate at the time: (1) the minor child becomes 18 years of age or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, or (2) the minor 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.

32. Each Parent must notify the other Parent of any change in monthly income within thirty (30) days of the change occurring.

33. **Health and Dental Insurance & Expenses:** The minor child shall be maintained on Medicaid for so long as the child is eligible for such coverage.

34. If the minor child is no longer eligible for Medicaid, the parties shall cooperate in good faith to obtain health, dental, and vision insurance for the minor child through the plan that provides the best available coverage at the lowest reasonable cost. The parties shall each pay one-half (50%) of the minor child's portion of any insurance premium. Pursuant to Utah Code

Ann. § 81–6–208(9), at any time when the parties are sharing the cost of the health, dental, and/or vision insurance premiums, the minor child's portion of the premiums should be a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

35. The parties shall each pay one-half (50%) of all reasonable and necessary uninsured medical expenses incurred on behalf of the minor child, including but not limited to medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses. Reunification therapy costs shall be included in this equal division of expenses.

36. Travel-related costs associated with parent-time shall not be considered medical expenses and shall not be subject to equal division under this provision.

37. The parent who incurs a medical expense shall provide the other parent with written verification of the cost and payment within thirty (30) days of payment. The other parent shall reimburse their share within thirty (30) days of receiving such verification.

38. Failure to provide timely verification may result in a waiver of the right to reimbursement, consistent with Utah Code Ann. § 81-6-208(10).

39. **Extracurricular Activities:** The parties shall each pay one-half (50%) of the minor child's extracurricular activity costs for any activity agreed upon by both parties.

40. Agreement for extracurricular activities shall be in writing.

41. If the parties are unable to agree on an extracurricular activity, either party may enroll the minor child in the activity; however, the enrolling party shall be solely responsible for all costs associated with that activity.

42. The parties shall pay providers directly when possible. If direct payment is not possible,

the parent incurring the expense shall provide verification of the cost and payment, including receipts or invoices, within thirty (30) days. The other parent shall reimburse their share within thirty (30) days of receiving such verification.

43. Both parties may attend the minor child's extracurricular activities. The parent enrolling the minor child in an activity shall add the activity and all related events to the co-parenting application calendar within twenty-four (24) hours of receiving notice of the activity or any changes.

44. **Child Tax Credit:** Commencing with the tax year following entry of this Decree, Mother shall claim the minor child as a dependent for all odd-numbered tax years, and Father shall claim the minor child as a dependent for all even-numbered tax years, so long as the minor child qualifies as a dependent under applicable law.

45. Father's right to claim the minor child in any even-numbered tax year is conditioned upon Father being current, as of December 31 of that tax year, on all child-related financial obligations, including child support, the minor child's uninsured medical expenses, and costs associated with agreed-upon extracurricular activities.

46. If Father is not current on all such obligations as of December 31 of the applicable tax year, Mother shall be entitled to claim the minor child for that tax year.

47. Each party shall execute any and all documents necessary to effectuate the terms of this provision, including any required IRS forms.

48. **Continuing Jurisdiction and Domestication:** Mrs. Hart may register and domesticate this Decree in the State of Florida pursuant to applicable law.

49. Upon proper registration of this Decree in Florida, the parties shall submit to the

jurisdiction of the appropriate Florida court for any future proceedings relating to custody and parent-time.

50. The parties shall execute any documents and take any actions reasonably necessary to effectuate registration and recognition of this Decree in the State of Florida.

*****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/ Cameron N. Jacobson

CAMERON N. JACOBSON
Counsel for Brian David Monestime
(with permission of Cameron N. Jacobson received via email)