**The Order of the Court is stated below:**
**Dated:** November 03, 2026 01:54:57 PM **/s/** TODD M SHAUGHNESSY
District Court Judge

**SCOTT B. WISER #13407**
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| IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH | |
| **In the Matter of the Marriage of**<br><br>**NATHAN R LEWIS,**<br>Petitioner,<br>and | **DECREE OF DIVORCE and PARENTING PLAN** |
| **BREANNE VALDEZ**<br>Respondent | Case No.: 264903991<br>Judge: Todd Shaughnessy<br>Commissioner: Kim Luhn |

Based on the Findings of Fact and Conclusions of Law, this Court now orders as follows:

**IT IS HEREBY ORDERED**

**DIVORCE**

1. The parties are granted a divorce based upon irreconcilable differences.

**CHILD CUSTODY & PARENT-TIME ORDERS**

2. The parties have one minor child together: S.C.L. (born August 20, 2021). No other children are expected to be born or adopted.
3. The parties shall be awarded joint legal custody of their minor child.
4. The parties shall be awarded joint physical custody of their minor child.

5. Parent-time shall be as the parties can agree.

6. If the parties cannot agree on a parent-time schedule then parent-time shall be divided as follows:

    a. The parties shall follow a 3 days on / 3 days off schedule beginning July 1, 2026. Respondent shall have July 1-3 (with the exchange taking place 10am the morning of July 4), Petitioner shall have July 4-6 (with the exchange taking place the morning of July 7), and the parties shall continue to alternate parent-time of their daughter every 3 days in this manner.

    b. The parties have agreed to accommodate certain special occasions and holidays as outlined in calendars they have created for the remainder of the year 2026. [Exhibit A]. Petitioner's parent-time is marked in blue and Respondent's parent-time is marked in pink. Greem signifies the parties would be exercise the parent-time jointly on a particular day. Yellow signifies the parties anticipate having the paternal grandmother care for the child on a certain date.

    c. The parties shall continue to confer on a monthly basis to discuss upcoming parent-time and memorialize those agreements in writing so both parties know where their daughter will be on a day-to-day basis and what special occasions and holidays they will recognize.

    d. While the parties anticipate working together in good faith to facilitate cooperative parent-time arrangements, if in the future they find themselves unable to agree then they shall attend mediation. If mediation does not

produce an agreement, either parent may file a motion asking the Court to enter a more definitive parent-time schedule.

7. The parent who has their daughter overnight shall deliver her to school the following morning (if school is in session). If school is in session, the parent whose time with the child is starting will pick her up upon her release from school. If school is not in session then the relinquishing parent shall transport the child to the home of the other parent at 10am.

**PARENTING PLAN**

8. The parents shall abide by the terms and provisions of the following parenting plan to help them successfully co-parent their children together. The terms "child" and "children" as used in this plan shall be interpreted as being synonymous.

9. The objectives of this parenting plan are for petitioner and respondent ("the parents") to:

   a. Provide for the child's physical care;

   b. Maintain the child's emotional stability;

   c. Provide for the child's changing needs as the child grows and matures in a way that minimizes the need for future modifications of this parenting plan;

   d. Set forth the authority and responsibilities of each parent with respect to the child consistent with the definitions outlined in this chapter;

   e. Minimize the child's exposure to harmful parental conflict;

f. Encourage each other, where appropriate, to meet the responsibilities of their minor child through agreements in the parenting plan rather than relying on judicial intervention; and

g. Serving the best interests of the minor child.

10. Each parent will encourage and accept a positive relationship between the child and the other parent. The parties will keep their issues and personal conflicts separate from their relationships with, and decisions regarding, the child. The parents will give first priority to the welfare of their child and will strive to reach shared decisions regarding the child's best interests.

11. As the parents create, alter, or adhere to a parenting time schedule, the parents will strive to minimize disruptions of the child's attendance at school and other activities, and the child's daily routine and associate with friends.

12. The advisory Guidelines contained in Utah Code 81-9-202 shall apply.

13. The parties are encouraged to memorialize any parent-time schedule they agree upon in writing.

14. At either party's election, they may rely upon a responsible third-party adult designee to pick-up or drop-off the child (e.g. a spouse, relative, friend, etc.) for parent-time exchanges on their behalf so long as the identity of that designee is communicated to the other parent reasonably in advance.

15. The parents will give special consideration to make the child available for family functions, including the following: funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or

in the life of either parent which may inadvertently conflict with the parent time schedule.

16. Both parties shall have access to all the child's medical, educational, and religious records.

17. Within a reasonable period after receiving notice, each parent shall notify the other of all significant school, social, sports, religious, and community functions in which the child is participating or being honored. Each parent shall have the right to attend and support their child at such activities notwithstanding whose parent-time period it may be if the activity is one which parents are ordinarily invited to attend.

18. Each parent shall provide the other parent with his or her current address, telephone number, and e-mail address within 24 hours of any change.

19. Each party shall speak positively about the other parent around the children and shall refrain from saying anything disparaging about the other parent to or around the children (regardless of whether a parent believes the disparaging statement to be true or not). The parents shall restrain third parties, including relatives, from denigrating or criticizing the other parent in the child's conscious presence. If a parent is unable to restrain a third party from making such remarks, that parent shall remove the child from the presence of that person.

20. If either parent desires to travel outside of their home state with the child then they shall provide a travel itinerary that complies with the provisions of Utah Code 81-9-202.

21. During parenting time with the child, the parent with whom the children are residing will encourage the child to have liberal telephone contact with the other parent during reasonable hours, uncensored mail privileges, and also virtual parenting-time with the other parent if the equipment is reasonably available to both parents. The parents shall not use telephone calls between the child and the other parent to discuss problems between the parents such as late child support. When parents need to discuss issues regarding the child, the phone call shall be made at a separate time, out of the hearing of the child. Each parent shall cooperate with the other so that the child shares in meaningful holidays, ceremonies and celebrations with the other parent.

22. The parents recognize that the physical transfer of the child from one parent to the other can be an emotionally difficult time for the child. Therefore, the parents shall do all that they can to make the transfer easier on the child and shall specifically refrain from discussing volatile issues at the time of transfer.

23. The child shall have a separate set of personal care items, clothes, and toys at each parent's house in order to minimize the items that must accompany the child for each transfer. The child shall take responsibility for bringing the necessary items with him, and if an item is forgotten, it shall remain where it is.

24. The parties shall keep their daughter in her current school and subsequent feeder schools unless they mutually agree or the court orders otherwise.

25. While neither party currently has any plans to relocate, in the event either parent decides to relocate 25 miles or more away from the other parent then they shall

provide at least 60 days advance written notice and discuss the proposed relocation and its impact on parent-time and travel logistics. If they are unable to reach an agreement then neither party may change the child's residence in Utah without court approval. Either party may request an expedited court hearing to address this issue.

26. Neither parent is a member of the military or has any plans to join the armed forces.
27. Each parent may make routine day-to-day decisions while the children are in his or her care.
28. It is anticipated significant decisions will need to be made on behalf of the child in the area of healthcare, education, and religious upbringing. The parties shall confer when such decisions need to be made and attempt to reach an agreement. In the case of medical issues, they shall defer to the recommendation of their child's pediatrician. If they are unable to agree, they shall attend mediation. If mediation fails to produce an agreement then either party may file a motion and the Cout will exercise final say over the issue based on what is in their child's best interest.
29. The parties are allowed to have extended family care for the child when applicable during their designated parenting time.

**CHILD SUPPORT**

30. Respondent earns approximately $8,666 gross monthly from her employment.
31. Petitioner earns approximately $4,260 gross monthly from his employment.
32. Under the statutory guidelines, Respondent would normally be required to pay Petitioner $220 per month in child support. However, in consideration of Respondent assuming responsibility for paying the children's full portion of the monthly medical

insurance premium, the parties stipulate to a deviated monthly child support obligation of $100 that Respondent will owe Petitioner each month beginning August 1, 2026.

a. The obligor parent is responsible for paying support for the minor child(ren) of the parties pursuant to the Utah Child Support Guidelines until said 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.

b. When a 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 if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah law, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

c. The obligee shall be entitled to immediate and automatic income withholding relief. This income withholding procedure applies to existing and future payers, and all withheld income shall be submitted to the Office of Recovery Services.

d. Unless party chooses to have child support collection handled by the Office of Recovery Services, Petitioner shall pay child support to Respondent by transferring the funds to an account of her choosing. Respondent shall cooperate with Petitioner to provide him with the necessary information to implement this provision.

e. All monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the 1st of each month, unless otherwise specified, but shall not be considered past due until the 10th day of the month.

f. Any administrative fees and costs of income withholding, if any, assessed by the Office of Recovery Services shall be paid by the obligor parent.

**CHILDCARE AND MEDICAL INSURANCE AND EXPENSES FOR THE CHILD**

33. The parties shall equally share their child's reasonable and necessary out-of-pocket medical and dental expenses pursuant to Utah Code 81-6-208, excluding the child's pro-rata share of the insurance premium. The parties shall exchange proof of qualifying medical expenses within fourteen (14) days and reimbursements for qualifying medical expenses shall be tendered within fourteen (14) days of receipt of written verification of such expenses.

34. Respondent shall pay the entire children's portion of the medical insurance premium and this has been factored into the parties' deviated child support order.

35. If both parties have medical, dental or vision insurance for the minor child, then Wife's insurance shall be primary, and Husband's insurance shall be secondary.

36. Pursuant to Utah Code 15-4-6.7, the parties may elect that medical/dental/school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Court Order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical/dental/school expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 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 and dental expenses required to be paid by the parent under the order.

37. The parties shall equally share their child's reasonable and necessary work and school-related childcare expenses pursuant to Utah Code 81-6-209.

38. If the parties mutually agree in writing to their minor child's participation in a particular extracurricular activity then they shall equally share in the reasonable out-of-pocket expense of that activity and facilitate the child's participation in that activity even if it inadvertently conflicts with their parent-time schedule on occasion.

**TAXES**

39. The parties shall file their taxes for 2026 and all subsequent tax years separate and shall be solely responsible for their own individual tax debt and/or refund they may be eligible to receive.

40. The parties shall equally share the right to claim their child for tax purposes. Unless the parties agree otherwise, Petitioner may claim the child in even-numbered tax years and Respondent in odd.

**ALIMONY**

41. Both parties are gainfully employed and capable of supporting themselves without assistance from the other. Therefore no alimony shall be awarded to either party.

**PROPERTY AND DEBT DISTRIBUTION**

42. Neither party has an interest in any business.

43. Neither party has an interest in any real estate.

44. During the marriage the parties acquired various items of personal property and also have items they brought into the marriage.

    a. Each party shall be awarded the vehicle currently in his or her possession.

    b. Each party shall be awarded all other items currently in his or her possession.

    c. A party awarded possession of an item as part of this divorce shall be responsible for any debt associated with that property.

45. During the course of the marriage the parties acquired an interest in financial accounts, bank accounts, and checking accounts. Specifically, the parties' joint bank account with Mountain America Credit Union ending in 275 shall be awarded to Respondent.

46. During the course of the marriage the parties acquired an interest in retirement plans. The marital portion of these retirement plan(s) shall be equally divided between the

parties. They shall cooperate to obtain any necessary Qualified Domestic Relations Order or other implementing order necessary to effectuate this equal division.

47. Each party shall be solely responsible for any and all other debts that may exist that are solely under that person's individual name and shall indemnify and hold the other party harmless from any liability thereon.

48. In particular, Respondent shall be responsible for her car loan debt, student loans, and ~$12,000 personal loan.

49. Each party shall be solely responsible for their post-separation debts, if any, and shall indemnify and hold the other party harmless from any liability thereon. After separation neither party shall accrue any further charges on any joint credit card and/or joint accounts or otherwise in the name of the other party. Neither party shall do anything to make the other party liable for any debt or to damage the other party's credit. A party assigned responsibility for a debt as part of this divorce shall indemnify and hold the other party harmless from any liability thereon.

**OTHER PROVISIONS**

50. Both parties shall be civil in their communications with each other.

51. The parties shall be restrained from doing anything to interfere with the other party's utilities, telephone accounts, financial accounts, electronic communication accounts, masquerading as the other party online, or otherwise using their credentials to obtain or prevent access to any online accounts of any sort. This prohibition using any electronic device to track the whereabouts of the other party.

52. Both parties are ordered to execute and deliver to the other party any documents necessary to implement the provisions of the orders issued by this court. In the event either party fails to comply with any provision of the Decree of Divorce issued by this court, the other party may ask the court clerk to execute any document necessary to ensure compliance with this court's orders and the disobedient party will be responsible for, in addition to any other sanctions the court deems appropriate, the complaining party's attorney's fees and costs.

**ATTORNEY'S FEES AND COSTS**

53. Each party shall bear their own costs and attorney fees.

**END OF ORDER**

**NOTICE OF ELECTRONIC FILING**

This order, once signed by a judicial officer, will bear the judge's electronic signature, date of signature, and the seal of court at the top of this document.

Approved as to form:

/s/ Breanna Valdez, Respondent (email approval Oct 30, 2026)

**Certificate of Service**

On this 25th day of October, 2026, I sent a true and correct copy of the foregoing document to the following individual via email:

Breanne Valdez, Respondent
Valdezbree1995@outlook.com

/s/ Scott Wiser

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Scott Wiser, Counsel for Petitioner