The Order of the Court is stated below:
Dated: November 13, 2026 10:53:57 AM **/s/** TODD M SHAUGHNESSY
District Court Judge

KENT COTTAM, #13181
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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of Jarom VanShaar, Petitioner, and Nathaly VanShaar, Respondent.	DECREE OF DIVORCE Civil No. 244901206 DA Judge Shaughnessy Commissioner Minas

The above-entitled matter came before the Honorable Judge Shaughnessy Nataly VanShaar Respondent (herein after referred to as “Nathaly” or “Respondent”) was represented by Kent R. Cottam LEGAL AID SOCIETY OF SALT LAKE. Petitioner, Jarom VanShaar (herein after referred to as “Jarom” or “Petitioner”) was represented by Tanner Willes. The Court received the parties' written Stipulation and Settlement Agreement Petitioner and Respondent has attended the Mandatory Divorce Education Course. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The Parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Provisions Relating to the Child of the Marriage

2. There has been one (1) minor child born as issue of this marriage, to wit: K.P.K.V., born April 2022.

Provisions Relating to Child Custody and Parent-Time

3. Nathali shall be awarded the sole legal and sole physical custody of parties' minor child, K.P.K.V., born April 2022.

4. Jarom shall be awarded parent time consistent with UCA 81-9-304, as the noncustodial parent, as follows:

i. **Every week:** one weekday evening to be specified by the noncustodial parent or the court:

A. beginning at 5:30 p.m. and ending at 8:30 p.m.; or

B. if the child is being cared for during the day outside the child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the child is picked up from the caregiver and ending at 8:30 p.m.;

ii. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

iii. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

iv. **Extended parent-time:** two (2) two-week periods, separated by at least four weeks, at the option of the noncustodial parent, as follows:

A. two weeks of uninterrupted parent-time, which may be consecutive, for the noncustodial parent; and

B. two weeks of interrupted parent-time, which may be consecutive, where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time above.

C. the custodial parent is entitled to one week of uninterrupted extended parent-time.

D. a parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time.

v. **Virtual parent-time:** virtual parent-time supplements, but does not replace, in-person parent-time.

A. brief telephone contact at reasonable hours and for a reasonable duration;

B. virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

g. Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. the holiday schedule for Mother's Day or Father's Day;

ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

iii. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;

iv. extended parent-time; and

v. the schedule for weekday or weekend parent-time.

h. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

i. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

j. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or	Odd Years	Even Years

	(b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	Even Years	Odd Years
Spring Break:	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year if non-custodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day:	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year if non-custodial parent is the father or other	Every year if custodial parent is the father or other parent

		parent granted the holiday in the order.	granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day	Even years	Odd years
Independence Day:	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day:	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd Years	Even Years
Columbus Day:	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break:	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veteran's Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day.	Odd Years	Even Years

Holiday:	(2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving Holiday:	(1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7 p.m. on day before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

5. When a major decision (such as medical, educational, religious decision) needs to be made for the minor child, parties shall meaningfully and in good faith discuss the issue. If parties are unable to reach an agreement, then parties shall attend mediation. If after mediation parties are still have not reached an agreement, then Respondent has the presumptive decision making authority. If Petitioner still disagrees with the decision, he may seek judicial intervention.

6. Parties shall abide by UCA 81-9-202, more commonly known as the advisory guidelines, as follows:

> (1) In addition to the parent-time schedules provided in Sections 81-9-302 and 81-9-304, the following advisory guidelines are suggested to govern a custody and parent-time arrangement between parents.
> (2) A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.

(3) A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.

(4) Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

(5) (a) The court shall determine the responsibility for the pick up, delivery, and return of the minor child when the parent-time order is entered.

(b) The court may change the responsibility described in Subsection (5)(a) at any time a subsequent modification is made to the parent-time order.

(c) If the noncustodial parent will be providing transportation, the custodial parent shall:

(i) have the minor child ready for parent-time at the time the minor child is to be picked up ; and

(ii) be present at the custodial home or make reasonable alternate arrangements to receive the minor child at the time the minor child is returned.

(d) If the custodial parent will be transporting the minor child, the noncustodial parent shall:

(i) be at the appointed place at the time the noncustodial parent is to receive the minor child; and

(ii) have the minor child ready to be picked up at the appointed time and place or have made reasonable alternate arrangements for the custodial parent to pick up the minor child.

(6) A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time.

(7) The court may:

(a) make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents; and

(b) increase the parent-time allowed to the noncustodial parent but may not diminish the standardized parent-time provided in Sections 81-9-302 and 81-9-304.

(8) The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.

(9) A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

(10) (a) The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored.

(b) The noncustodial parent is entitled to attend and participate fully in the functions described in Subsection (10)(a).

(c) The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.

(d) A parent shall immediately notify the other parent in the event of a medical emergency.

(11) Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

(12) (a) Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

(b) If the parents cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available by taking into consideration:

(i) the best interests of the minor child;

(ii) each parent's ability to handle any additional expenses for virtual parent-time; and

(iii) any other factors the court considers material.

(13) (a) Parental care is presumed to be better care for the minor child than surrogate care.

(b) The court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the minor child, to provide the child care.

(c) Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.

(14) Each parent shall: (a) provide all surrogate care providers with the name, current address, and telephone number of the other parent; and

(b) provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

(15) (a) Each parent is entitled to an equal division of major religious holidays celebrated by the parents.

(b) The parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the minor child on the religious holiday.

(16) If the minor child is on a different parent-time schedule than a sibling, based on Sections 81-9-302 and 81-9-304, the parents should consider if an upward deviation for parent-time with all the minor children so that parent-time is uniform between school aged and nonschool aged children, is appropriate.

(17) (a) When one or both parents are servicemembers or contemplating joining a uniformed service, the parents should resolve issues of custodial responsibility in the event of deployment as soon as practicable through reaching a voluntary agreement pursuant to Section 78B-20-201 or through court order obtained pursuant to this part.

(b) Service members shall ensure their family care plan reflects orders and agreements entered and filed pursuant to Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-time, and Visitation Act.

(18) A parent shall immediately notify the other parent if:

(a) the parent resides with an individual or provides an individual with access to the minor child; and

(b) the parent knows that the individual:

(i) is required to register as a sex offender, a kidnap offender, or a child abuse offender for an offense committed against a minor child under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry; or

(ii) has been convicted of:

(A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208;

(B) a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419;

(C) an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling;

(D) a sexual exploitation offense against a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or

(E) an offense that is substantially similar to an offense under Subsections (18)(b)(ii)(A) through (D).

(19) (a) For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent:

(i) an itinerary of travel dates;

(ii) destinations;

(iii) places where the minor child or traveling parent can be reached; and

(iv) the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

(b) Unchaperoned travel of a minor child under the age of five years is not recommended.

7. Parties shall download and utilize Our Family Wizard, with the Tone Meter engaged, for the primary means of communication regarding the minor child.

8. Parties shall text each other in case of an emergency. Both parties have the right to be present during an emergency.

9. Prior to any international travel, the traveling party must provide a full itinerary to include the travel dates and destinations, how to contact the minor child or traveling party, and the name and telephone number of an available third person who will know the child's location at least sixty (60) days prior to departure.

10. Within seven (7) days of receiving the full itinerary, if the non-traveling parent does not agree to the travel, they must inform the other party in writing. A motion to review and their objection must be filed by the objecting party within fifteen (15) days after the itinerary is sent. The Court shall set an expedited hearing to discuss the travel objection.

11. Parent time exchanges shall occur curbside at Respondent's residence. Petitioner shall remain within arm's length of his vehicle. Respondent shall accompany the minor child near Petitioner's vehicle. Third parties are permitted to be present and record the exchanges, however, any third party with Petitioner shall remain in the vehicle at all times. Outside of parent time exchanges, parties shall stay away from each other by at least ten (10) feet.

12. Neither party shall discuss this case with the minor child or issues within the divorce. Parties have an affirmative duty to dissuade third parties from discussing this case with minor child or issues within the divorce.

13. Both parties shall be restrained from making any disparaging statements concerning the other parent within the conscious presence of their child or engaging in any activity calculated to diminish the natural love and affection that should exist between the child and their parents.

14. Both parties have the duty and obligation to remove the child from the presence of any third-party that is acting in violation of any provision herein.

15. Both parties shall act in a civil manner in all their dealings with each other.

16. Both parties are restrained from contacting the other party's employer.

17. Both parties shall be prohibited from committing any act of "abuse" or "domestic violence" against the other party as those terms are defined by the Utah Cohabitant Abuse Act.

Provisions Relating to Child Care Expenses

18. Parties shall split day care costs pursuant to Utah Code.

Provisions Relating to Health Insurance

19. Parties shall split health insurance and medical expenses pursuant to Utah Code.

Provisions Relating to Child Support Payments

20. Based upon the parties' most recent paystubs, commencing April 1, 2026, Petitioner is ordered to pay $452 a month in child support to Respondent.

A. Any child support obligation arising before the period of time June 1, 2025 and March 31, 2026, shall be based upon previously entered temporary orders in this case.

B. Any child support obligation arising before June 2025 shall be based upon the parties' ORS child support case.

Provisions Relating to Debts and Obligations

21. Each party shall be responsible for debts they have incurred since separation, November 2023, and shall notify creditors if there are any joint debts.

Provisions Relating to Personal Property

22. Personal property should be divided as the parties have already divided it.

Provisions Relating to Alimony

23. Neither party is awarded alimony.

Provisions Relating to Retirement Assets

24. Neither party has any interest in retirement assets to be divided.

Provisions Relating to Real Property

25. During the course of the marriage, the parties acquired no interests in or certain real property.

Provisions Relating to Taxes

26. Nathaly should be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in ODD numbered years. Providing that Jarom is current in all child support obligations herein and current in all other financial obligations herein, Jarom should be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in EVEN numbered years.

a. In the event Jarom is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Jarom, Nathaly should be entitled to claim the parties' minor **child as an exemption** for the purpose of filing federal and

state income tax returns for said tax year.

Other Provisions

27. Each party shall be ordered to assume their own costs and attorney's fees incurred in this action beyond any judgments previously entered in this action.

28. Both parties shall be 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 Order 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.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Approved as to form:

_____

Tanner Willer Attorney for Petitioner
Signed by Tanner Willer with permission of
Attorney for Petitioner given via email on [date]

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of October 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served [ ] via the court's electronic filing system, [ ] by mail postage prepaid, [ ] via hand-delivery, [ ] via facsimile, [x] via e-mail, as addressed, to:

Tanner Willes, *Attorney for Petitioner*

/s/ Angelica Morales
Angelica Morales, Paralegal to
Kent R. Cottam, Attorney for Respondent