The Order of the Court is stated below:
Dated: October 15, 2026 02:54:31 PM **/s/** JASON NELSON District Court Judge

HEATHER ANN HESS-LINDQUIST
ATTORNEY AT LAW, P.L.L.C.
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Attorney for Petitioner Karen Ivonne Chavez Sefo

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH

2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of KAREN IVONNE CHAVEZ SEFO Petitioner,	**DECREE OF DIVORCE**
and	
	Case Number:
SAVEASIULEO KISEI SEFO	Judge:
Respondent.	Commissioner:

This divorce action is before the Court on Petitioner's Petition for Divorce. The Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

1. DIVORCE: The parties shall be granted a divorce based upon the grounds of irreconcilable differences.

2. THREE MONTH RESIDENCY: Karen was and has been a resident of Weber County, Utah on the date this case was filed and was a resident for at least three months immediately

prior to filing this case.

3. MARRIAGE: Karen and Saveasiuleo were married on October 27, 2018, in Fresno, California.

4. GROUNDS AND DIVORCE: Karen shall be granted a divorce from Saveasiuleo on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible.

5. CHILDREN: There has been one child born as a result of this marriage, to wit:

I.M.S. Born 6/17/2020

6. JURISDICTION OVER CUSTODY AND PARENT TIME ISSUES: Utah has jurisdiction over the custody and parent-time issues in this case because: Utah is the home state of the parties' minor child under Utah Code 81-11-101, or This case meets the criteria under Utah Code 81-11-201 and 81-11-208.

7. OTHER COURT PROCEEDINGS: Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 78B-13-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 78B-14-101 et seq.): There are no custody, child support, or parent-time cases about the minor children in any court or government agency. This includes filed, pending, and completed cases.

1. CUSTODY: It is in the child's best interest that Karen be awarded sole legal and physical custody of the parties' minor child.

2. Saveasiuleo shall be awarded parent time as the parties may agree. If the parties cannot agree, Saveasiuleo shall be awarded parent time pursuant to Utah Code Section 81-9-30. Saveasiuleo shall not have any overnights with the minor child.

3. The parties shall share holidays with the minor child as they can agree.

4. If the parties are unable to reach agreement regarding the division of holidays, the schedule outlined in Utah Code § 81-9-302 shall apply, attached herewith as Exhibit "A." The exception shall be that Saveasiuleo shall not have any overnights with the child.

5. For the purposes of the holiday schedule, Saveasiuleo should be designated as the "noncustodial parent."

6. PARENTING PLAN:

a. Decision-making:

i. Each parent will make day-to-day decisions for the child during the time they are caring for the child. Either parent may make emergency decisions affecting the health or safety of the child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

ii. Karen shall make any major decisions about the child.

b. Education plan: The school the child will attend shall be based on Karen's current address.

c. Communication with each other: The parties agree to maintain civil, respectful, and child-centered communication at all times. Each parent shall keep the other

informed of significant events. vertical matters, educational issues, and family activities. Communication shall take place via text messaging, google calendar, and phone calls.

d. Communication with the child: The child may communicate freely with either parent by phone or electronic means during reasonable hours. The parents agree they will give the child privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the child and the other parent, with the exception of assisting the child with facilitating phone calls. Both parties shall have equal access to the child's cellular devices.

e. Records and information sharing: Both parents will have access to records and the ability to consult with providers regarding education and health care.

f. Extracurricular activities: Both parties shall equally share the costs of any agreed-upon, extracurricular activities of the minor child (in writing or text messages). Reimbursements for any agreed upon extracurricular activity shall be within 14 days upon receiving record of payment from the other party.

g. Education and Schooling Costs: Both parties shall equally share the costs of any schooling fees, school lunch, and/or registration costs on behalf of the minor child. Reimbursements for any costs paid shall be submitted to the other party and paid within 14 days upon receiving record of payment.

h. Travel by the child: During their parent-time, the parent may consent for the

child to travel with a sports team, religious group, school group, relatives, friends, or with others. If the child will be travelling for more than one day, the parent arranging travel will notify the other parent at least thirty days in advance. That parent will give the other parent the travel schedule, locations, and phone numbers at least thirty days in advance. In case of emergency, the parent will provide as much notice as possible. Prior to any travel by the child, both parents shall be made aware of individuals that will be traveling with the child prior to any travel.

i. Military service by a parent: Neither parent is a servicemember.

j. Relocation of a parent: The parties shall abide by the Utah Code 81-9-209 if either party relocates more than 150 miles away from the other party. The moving party shall notify the other party in writing 60 in advance of the move. Utah Code 81-9-209 is attached herewith as Exhibit "B."

In addition, shall Karen relocate with the minor child as specified more fully below, the parties shall more specifically adhere to those provisions.

k. Mutual Restraining Orders: Both parties shall be mutually enjoined and restrained from discussing these proceedings and/or arguing while in the sight or hearing distance of the minor child.

l. Both parties are mutually enjoined and restrained from exposing the minor child to discussions regarding custody, the court documents and/or questions about their desires regarding custody, including bringing the minor child into the

middle of these discussions.

m. Both parties shall be mutually restrained from discussing the case in the presence of the parties' child or allowing third parties to discuss the case in the presence of the parties' child.

n. Both parties shall be restrained from making negative, disparaging, or derogatory comments about the other Party to or in the presence of the parties' child and shall use their best efforts to restrain third parties from making any such comments in the presence of the parties' child. This "non-negative, non-disparaging, non-derogatory" provision includes all communication between the parties or to third parties, whether by text message, email, direct phone calls, voice messages, live video or face-to face communication.

o. Changing the plan: This plan remains in effect until changed. A change must be agreed to by both parents. Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

p. Resolving disputes: If the parents need to resolve a dispute regarding the child, they will discuss the issues in good faith and try to reach an agreement based on what is best for their child. If the parents are unable to agree, Karen shall have the final say authority.

7. RELOCATION BY KAREN: Both parties agree that Karen may relocate with the minor child to California. Karen shall provide 60 days advance written notice of her intent

to move. The parties agree to the following parent time schedule in lieu of the Utah Code 81-9-209 proposed schedule:

a. Saveasiuleo shall be awarded regular FaceTime calls with the minor child as the parties may agree.

b. Saveasiuleo shall have parent time with the minor child in California every other weekend. Saveasiuleo shall travel to California to Karen's residence at his sole expense.

c. Saveasiuleo's parent time shall not include overnights.

8. MENTAL HEALTH AND CHILD SAFETY: Each parent shall ensure that any diagnosed mental health condition of either party is appropriately treated and managed during period of parent time. If a parent experiences symptoms that substantially impair the parent's ability to safely supervise and care for the minor child, that parent shall immediately notify the other parent and shall not exercise unsupervised parent-time until the parent can safely provide care for the child.

9. In the event a parent experiences a psychiatric hospitalization, involuntary commitment, psychotic episode resulting in an inability to safely care for the child, or discontinues prescribed treatment resulting in impaired functioning, parent time shall be supervised by a mutually agreed upon third party until the parties agree otherwise or further order of the Court.

10. CHILD SUPPORT: Karen has a gross monthly income of $4,862. Saveasiuleo has a gross monthly income from Veteran benefits of $4,458. Saveasiuleo also has an average gross monthly income from Amazon of $2,166. In total, Saveasiuleo earns a gross monthly income of $6,624 per month.

11. Child support should be based upon the sole custody worksheet with Karen being designated as the primary custodial parent.

12. Based upon the child support worksheet, Saveasiuleo shall pay to Karen $648 per month in child support. Half shall be due by the 5th of every month and half shall be due by the 20th of every month.

13. ALIMONY: Neither party shall be awarded alimony from the other now or in the future.

14. DEPENDENT CHILD FOR TAX PURPOSES: For the tax year of 2026, and every tax year going forward, the parties shall file separate tax returns.

15. Karen shall claim the minor child on her tax returns every year.

16. CHILD HEALTH CARE: The parties must provide health care coverage for the medical expenses of the dependent child. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101.

17. The minor child is currently covered through Saveasiuleo's medical insurance. The minor child shall be covered under Karen's insurance for dental and vision. Both parties shall pay half of the premiums incurred on behalf of the minor child.

18. Should insurance no longer be available through Saveasiuleo's employment and/or Karen's employment at some point, the parties shall work together to decide on the most affordable and greatest coverage for the minor child. Both parties shall continue to pay half of the medical premiums incurred on behalf of the minor child.

19. Both parties will equally share all uninsured and unreimbursed medical, dental, or orthodontia expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent child.

20. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

21. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

22. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

23. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

24. CHILD CARE EXPENSES: Both parties will equally share all reasonable work, career, or occupational training-related childcare expenses.

25. The parties agree that each party shall be responsible for their own childcare costs during their own parent time. Neither party shall contribute to the other's childcare costs that are incurred on days that they are scheduled to have the child for parent time.

26. Childcare may only be provided by a state licensed childcare provider or a responsible party that is over the age of 18.

27. BUSINESSES: There are no businesses owned by either party requiring division by the Court.

28. VEHICLES: Karen shall be awarded the 2024 Kia Telluride. The 2016 Toyota Camry shall be sold, and the proceeds shall be put towards the loan on the Kia. Karen shall then refinance the 2024 Kia Telluride into her name solely. Saveasiuleo shall cooperate signing any paperwork needed to effectuate the transfer of title/loan.

29. PERSONAL PROPERTY: Each party shall be granted his or her personal effects and personal items of property.

30. FINANCIAL ACCOUNTS: The parties shall be awarded their own separate bank accounts without any claim by the other party.

31. RETIREMENT: Each party shall be awarded any retirement accounts in their own names without any claim by the other party.

32. REAL PROPERTY: The parties acquired a parcel of real property during the marriage located at 1401 East 6100 South, South Ogden, Utah 84405, known as the marital residence.

33. The property shall be listed for sale by a mutually agreed upon realtor. Both parties shall be awarded half of the net equity realized a result of the sale of the property.

34. During the pendency of the sale of the home, the parties shall continue to receive rental payments by the renters residing in the home. Any amount not covered by the renters shall be paid by Saveasiuleo.

35. When the home is listed and the renters are provided sufficient notice to vacate the home, Saveasiuleo shall be responsible to pay the mortgage associated with the home until it is sold.

36. DEBTS: The parties do not have any joint debts. Both parties shall be required to pay any and all debts incurred in their own names.

37. Specifically, Karen shall be responsible for the Pacific Service credit card and Ed Financial Services account. Saveasiuleo shall be responsible for payment of the Service Finance Company debt and consolidation loan.

38. If either party incurs debts after the parties' separation, or in their own name without the other party's knowledge, each party shall be responsible for their own debt.

39. PUBLIC ASSISTANCE STATEMENT – OFFICE OF RECOVERY SERVICES (ORS): Neither party is receiving public assistance.

40. LEGAL FEES: Each party shall be responsible for their own attorney's fees and costs associated with this action.

41. DUTY TO SIGN DOCUMENTS: The parties will sign all documents necessary to comply with the Decree of Divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the Court to appoint someone to sign the document.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

//

Electronic Signature shall appear at the top of the first page of this document.

Approved as to form:

/s/ Saveasiuleo Kisei Sefo
SAVEASIULEO KISEI SEFO
Respondent
Electronically signed with permission on 8/6/26

CERTIFICATE OF SERVICE

I hereby certify that I did cause to be delivered by efiling and serving a true and correct copy, and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 6th day of August, 2026, to the following:

Saveasiuleo Kisei Sefo
1733 East 1420 South, Apt. 154
Ogden, Utah 84404
Email: ehznoo@gmail.com

/s/ Heather Hess-Lindquist

Exhibit A – Utah Code 81-9-302

81-9-302 Minimum schedule for parent-time for a minor child five to 18 years old.

(1)The parent-time schedule in this section applies when establishing a parent-time schedule for a minor child who is five to 18 years old.

(2)If the parties do not agree to a parent-time schedule for a minor child who is five to 18 years old, the following schedule is considered the minimum parent-time to which the noncustodial parent is entitled to the minor child:

(a)

(i)one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii)at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A)beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or

(B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 8 a.m. and ending at 8:30 p.m.;

(b)

(i)beginning on the first weekend after entry of the decree, alternating weekends beginning at 5:30 p.m. on Friday and ending on Sunday at 8:30 p.m.; or

(ii)at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:

(A)beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 8:30 p.m.; or

(B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 8 a.m. and ending on Sunday at 8:30 p.m.;

(c)each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (12); and

(d)extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (3).

(3)

(a)For extended parent-time with the minor child described in Subsection (2)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

(b)For the four weeks of extended parent-time for a noncustodial parent under Subsection (3)(a):

(i)two weeks shall be uninterrupted parent-time for the noncustodial parent; and

(ii)two weeks may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

(c)A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

(d)Extended parent-time described in this Subsection (3) shall be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two separate 14-day periods that are not consecutive.

(4)

(a)Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under Subsection (3).

(b)For the notification requirement described in Subsection (4)(a):

(i)in odd-numbered years:

(A)the noncustodial parent shall provide notice to the custodial parent by May 1; and

(B)the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii)in even-numbered years:

(A)the custodial parent shall provide notice to the noncustodial parent by May 1; and

(B)the noncustodial parent shall provide notice to the custodial parent by May 15.

(c)

(i)If a parent fails to provide a notification within the time periods described in Subsection (4)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii)If both parents fail to provide notice within the time periods described in Subsection (4)(b), the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

(d)If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (3)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(5)

(a)An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

(b)An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(6)

(a)Changes may not be made to the parent-time schedule under this section, 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 under Subsection (12);

(ii)the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii)the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv)extended parent-time under Subsection (3); and

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

(b)A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(7)A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the minor child for parent-time if the other parent is aware of the identity of the individual and the parent will be with the minor child by 7 p.m.

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

(9)If there is more than one minor child and the minor children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the minor children may remain together for the holiday period beginning the first evening that all minor children's schools are dismissed for the holiday and ending the evening before any minor child returns to school.

(10)

(a)Telephone contact shall be at reasonable hours and for a reasonable duration.

(b)

(i)	Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.
(ii)	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:
	(A) the best interests of the minor child;
	(B) each parent's ability to handle any additional expenses for virtual parent-time; and
	(C) any other factors the court considers material.
(c)	Virtual parent-time supplements, but does not replace, in-person parent-time.

(11)	If there is a minor child five to 18 years old and a minor child under five years old and both minor children are the children of the parties, the parents and the court should consider an upward deviation for parent-time with all the minor children so that parent-time is uniform based on a schedule under this section.

(12) The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 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.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	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 Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on	Even years	Odd years

	Memorial Day.		
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.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years 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.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent 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 school is not in session and the parent can be with the minor child; (b) the time that school is regularly	Odd years	Even years

	dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
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
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.	Odd years	Even years

		(2) Holiday ends on December 27th at 7 p.m.		
	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 Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

Exhibit B – 81-9-209

81-9-209. Notice of relocation -- Effect of relocation on parent-time schedule.

(1)	As used in this section, "relocation" means moving 150 miles or more from the residence of the other parent.

(2)	The relocating parent shall provide written notice to the other parent at least 60 days before the day on which the relocating parent intends to relocate.

(3)	The written notice of relocation under Subsection (2) shall contain statements affirming :	
	(a)	the parent-time provisions in Subsection (9) or a parent-time schedule approved by both parties will be followed; and
	(b)	that a parent will not interfere with the other's parental rights pursuant to court ordered parent-time arrangements or the parent-time schedule approved by both parties.

(4)	The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to:

(a) review the notice of relocation and the relevant parent-time schedule under Section 81-8-302 or 81-8-304; and

(b) make appropriate orders regarding the parent-time schedule and costs for parent-time transportation.

(5) In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the minor child, consider any other factors that the court considers relevant to the determination.

(6) If the court determines that relocation is not in the best interest of the minor child, and the custodial parent relocates, the court may order a change of custody.

(7)

(a) If the court finds that the relocation is in the best interest of the minor child, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the minor child to visit the noncustodial parent.

(b) In making a determination under Subsection (7)(a), the court shall consider:

(i) the reason for the parent's relocation;

(ii) the additional costs or difficulty to both parents in exercising parent-time;

(iii) the economic resources of both parents; and

(iv) other factors the court considers necessary and relevant.

(8) If a parent relocates because of an act of domestic violence or family violence by the other parent, the court shall make specific findings and orders with regard to the application of this section.

(9) Unless otherwise ordered by the court, upon the relocation of one of the parties, the following schedule is the minimum parent-time the noncustodial parent is entitled to a minor child who is five to 18 years old:

(a) in years ending in an odd number, the minor child shall spend the following holidays with the noncustodial parent:

(i) Thanksgiving holiday beginning Wednesday until Sunday; and

(ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

(b) in years ending in an even number, the minor child shall spend the following holidays with the noncustodial parent:

(i) the entire winter school break period; and

(ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;

(c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks; and

(d) one weekend per month, at the option and expense of the noncustodial parent.

(10) For extended parent-time under Subsection (9)(c), the minor child should be returned to the custodial home no later than seven days before school begins, except that this week is counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

(11)

(a) The court may also set a parent-time schedule for a minor child who is younger than five years old.

(b) The schedule shall take into consideration the following:

(i) the age of the minor child;

(ii) the developmental needs of the minor child;

(iii) the distance between the parents' homes;

(iv) the travel arrangements and cost;

(v) the level of attachment between the minor child and the noncustodial parent; and

(vi) any other factors relevant to the best interest of the minor child.

(12) The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

(a)

(i) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend.

(ii) If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent is entitled to the next to the last weekend of the month.

(b) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.

(c) If a minor child is out of school for teacher development days or snow days after the minor child begins the school year, or other days not included in the list of holidays in Subsection (9) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

(13) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

(14) In the event finances and distance preclude the exercise of minimum parent-time for the noncustodial parent during the school year, the court should consider awarding more time for the noncustodial parent during the summer time if it is in the best interests of the the minor child.

(15)

(a) Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interest of the minor child.

(b) If the court orders uninterrupted parent-time during a period not covered by this section, the court shall specify in its order which parent is responsible for the minor child's travel expenses.

(16)		
	(a)	Unless otherwise ordered by the court the relocating party shall be responsible for all the minor child's travel expenses relating to Subsections (9)(a) and (b) and 1/2 of the minor child's travel expenses relating to Subsection (9)(c), provided the noncustodial parent is current on all support obligations.
	(b)	If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent is responsible for all of the minor child's travel expenses under Subsection (9), unless the court rules otherwise.
	(c)	A responsible party shall make a reimbursement to the other for the minor child's travel expenses within 30 days of receipt of documents detailing those expenses.

(17)	The court may apply this provision to any preexisting decree of divorce.

(18)	Any action under this section may be set for an expedited hearing.

(19)	A parent who fails to comply with the notice of relocation in Subsection (2) is in contempt of the court's order.