



Adam P. Forsyth (16452)  
FILLMORE SPENCER LLC  
3301 N. University Avenue  
Provo, Utah 84604  
Tel: (801) 426-8200  
[aforsyth@fslaw.com](mailto:aforsyth@fslaw.com)  
*Attorneys for Respondent*

**IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage  
of

HANNAH LYNN ADAMS

and

VERNON TRACE CHARLES ADAMS

**DECREE OF PATERNITY  
AND CUSTODY**

Case No. 254402805

Judge Thomas Low  
Commissioner Marian Ito

The Court having reviewed the Stipulation entered by the parties and having entered its findings of fact and conclusions of law now makes the following orders:

**ORDERS, ADJUDGES, and DECREES**

1. Hannah is a resident of Utah County, State of Utah, and has been for at least three months prior to the commencement of this action.
2. The parties were married on July 3rd, 2025, in Salt Lake City, Utah, and have since remained husband and wife.
3. The parties separated October 3rd, 2025.

**ANNULMENT**

4. The parties agree that before the marriage Vernon made some statements to Hannah that were relied upon and induced her to be married to Vernon. But for these statements, and Hannah's reliance on these statements, she would not have married Vernon.
5. The parties agree that their marriage shall be annulled.

### **CHILD CUSTODY AND PARENTING PLAN**

6. Hannah is currently pregnant. Pursuant to U.C.A. §81-5-204, Vernon is the presumed father of the child.
7. Pursuant to Utah Rule of Civil Procedure 100, the parties are unaware of any pending proceedings related to the child support, parent time, or custody of the parties' minor child.
8. Utah will be the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act.
9. The parties are hereby notified that they are required to take a Mandatory Parenting Course. Information about these courses can be found at [www.utcourts.gov/specproj/dived/](http://www.utcourts.gov/specproj/dived/).
10. Pursuant to U.C.A. §81-6-105, because Vernon is the biological father of the unborn child, he has the duty to pay for 50% of Hannah's pregnancy expenses.
12. The parties anticipate that Medicare will cover a portion of Hannah's medical expenses. After this payment, Hannah will provide Vernon proof of any uncovered expenses within 30 days. Vernon will be responsible for half of these expenses.
13. Hannah shall provide proof of any additional pregnancy expenses beyond

what is contemplated above, and an explanation of the expense occurred within 30 days of receiving the expense. Vernon shall have 30 days upon receipt of the request to pay the request or dispute it.

### **BIRTH CERTIFICATE AND BIRTH**

14. The child's last name shall be "Contreras-Adams" on his birth certificate.

15. Hannah shall keep Vernon updated as to the status of when the child will be born including but not limited to the child's due date, inducement date, etc. In the event of an emergency (e.g. water breaking), Hannah will inform Vernon within 24 hours of the birth. Vernon will not visit Hannah or the child at the hospital. Vernon shall have his first visit with the minor child the weekend of January 30<sup>th</sup> through February 1<sup>st</sup>.

### **PERSONAL AND REAL PROPERTY**

16. During the marriage, the parties acquired certain items of personal property. The parties' items of personal property shall remain divided as the parties have already divided them.

17. Any bank accounts, both jointly-owned and separately-owned accounts, shall be divided as follows:

a. The parties' Mountain America Credit Union account shall be divided in half and closed.

b. The parties' personal accounts shall remain as they are, free and clear of any claim of the other party.

c. Any retirement accounts shall be awarded to the party who is named on the account, free and clear of any claim of the other party.

18. The parties own no real property together.

19. The parties shall be awarded the vehicles under their name, subject to any debt thereon, free of any claim of the other party.

### **ALLOCATION OF MARITAL DEBTS**

20. There are no marital debts which need to be divided.

21. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

22. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

23. Both parties shall provide notice to their creditors, following entry of the decree of annulment, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

24. The expenses and debts which are ordered to pay, herein, shall be considered to be "in the nature of family support" for bankruptcy purposes.

### **PHYSICAL AND LEGAL CUSTODY**

25. Hannah is a fit and proper parent and shall be awarded sole physical

custody of the minor child, subject to Vernon's right to reasonable parent time.

26. Vernon shall get parent-time as the parties agree, but if they cannot agree then consistent with U.C.A. § 81-9-209. Until the child turns five years of age, the parties agree to follow the procedure below for parent time:

a. All visitation and parent time will take place in Utah and travel will be at Vernon's expense.

b. When Vernon comes to visit the child in Utah, Vernon will notify Hannah one month in advance with dates of visitation.

c. Until the child is two years old, visitation shall take place in public and with Hannah present. Visitation during this period shall be limited to 4 hours total over the weekend unless parties agree otherwise.

d. After the child is two years old, for one weekend per month, from 9:00AM until 7:00PM on Saturday then from 9:00AM until 7:00PM on Sunday, Vernon shall have parent time with the child. Vernon will return the minor child at 7:00PM to Hannah on both days.

27. The parties shall be granted joint legal custody of the minor child.

28. Regarding educational decisions, Hannah shall be considered the residential parent for purposes of determining where the child attend school. In addition, Hannah shall be given authority to make educational decisions for the child if the parties cannot agree.

#### **PARENTING PLAN**

29. Costs of transportation shall be consistent with U.C.A. § 81-9-209.

Specifically, Vernon shall be responsible for costs of transportation. However, if at any point Vernon moves within 150 miles, the receiving parent shall provide transportation of the minor child.

30. The parties will discuss all parenting concerns through Our Family Wizard, or a similar app at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes on the date of the exchange.

31. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

32. When the child travels with either parent overnight for 10 days or more or for any international travel, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the child's location. The parent taking the child on trips or vacation will be responsible for all costs associated with the travel.

33. The parties shall take affirmative steps to share school activity information concerning their child with each other on a frequent basis. The parties shall, within reason and where one party may not be aware of these

things, notify each other of any school programs, extracurricular activities, and any sporting events their child may be involved in.

34. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, 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 visitation schedule.

35. The parties shall not make disparaging remarks to one another or to their child about one another in the child's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using drugs or drinking to intoxication during parent time. Both parties are mutually restrained from harassing or threatening the other party. To the extent possible, neither party shall permit any third party to do any of the above either.

36. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future shall an emergency arise which would make formal negotiation impractical.

### **MEDICAL**

37. Each party shall be ordered to mutually assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon

extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

38. The parties shall abide by U.C.A. §81-6-208 and shall be ordered to secure and maintain health insurance for the child. The premium expenses for the child shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

39. The parties shall share equally all reasonably necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. The party who incurs medical or dental expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor child as indicated.

40. If, at any point in time, the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental



insurance plan of Hannah shall be primary coverage for the dependent child and health, hospital, or dental insurance plan of Vernon shall be the secondary coverage for the dependent child. If either parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent child.

#### **CHILDCARE COSTS**

41. The parties shall adopt U.C.A. §81-6-209, and each parent shall share reasonable work-related childcare expenses for the minor child.

#### **TAXES**

42. The parties will file separately for taxes for the 2025 tax year.

#### **CHILD TAX CREDIT**

43. Until the child is five years old, Hannah shall claim the child for all tax years.

44. After the child is five years old:

a. Hannah shall be entitled to claim the child for tax purposes in all tax years ending in an odd number.

b. Vernon shall be entitled to claim the child for tax purposes in all years ending in an even number.

45. Parties must be caught up in child support, child medical expenses, and

child care expenses for the minor children by December 31 of the tax year in question to be able to claim a minor child. If they are not caught up in these payments, then the other party may claim the child for that tax year.

### **CHILD SUPPORT**

46. For purposes of child support, Hannah's monthly income is \$3,987.67. For purposes of child support, Vernon's monthly income is \$4,874.13.

47. Pursuant to a sole custody evaluator, Vernon shall pay Hannah \$531.00 in child support a month beginning the date the child is born.

48. Respondent's child support obligation shall be subject to mandatory income withholding.

49. Unless the Court orders otherwise, support for the 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 date 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.

50. The child support is payable one-half on the 5th day of each month, and the other half on the 20th of each month.

### **MISCELLANEOUS PROVISIONS**

51. Parties shall agree they will not allow their child's face to appear in any social media posts. To the extent possible, parties shall prevent other family members from allowing their child's face to appear in social media.

52. Petitioner shall be entitled to return to her maiden name if she so desires.

53. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Annulment.

54. If either party must pursue legal action to receive timely and complete payment or reimbursement from the other party as required in the decree, the party pursuing legal action shall be entitled to an award of attorney's fees and the delinquent payments or reimbursements shall be due with interest.

55. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Annulment

56. Each party shall be required to pay their own attorney's fees and costs in this matter, as long as this matter is not disputed.

57. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Annulment and are necessary to implement the Decree of Annulment.

**JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE  
ONE.**

**APPROVED AS TO FORM:**

/s/ Orion T. Foxx  
Orion Foxx

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

TO: Orion Foxx

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Order from Hearing for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated January 30th, 2026

/s/ Adam P. Forsyth

Adam P. Forsyth

Respondent's Attorney

**Certificate of Service**

I certify that on this January 30, 2026, I sent a true and correct copy of DECREE OF PATERNITY AND CUSTODY to the following individuals via email.

Orion Foxx

[orion@utahdivorce.com](mailto:orion@utahdivorce.com)

Petitioner's Attorney

/s/ Adam P. Forsyth

Adam Forsyth