



JACLYN J. ROBERTSON (11951)  
ELENA M. COZEAN (16802)  
JR LAW GROUP, PLLC  
244 WEST 4860 SOUTH  
SALT LAKE CITY, UTAH 84107  
TELEPHONE: (801) 297-8545  
EMAIL: ecozean@jrlawgroup.com

*Attorneys for Wyatt J. Mair – Petitioner*

**IN THE FOURTH JUDICIAL DISTRICT COURT, HEBER CITY DEPARTMENT,  
IN AND FOR WASATCH COUNTY, STATE OF UTAH**

In the Matter of:

WYATT JAMES MAIR,  
*Petitioner,*

And

CARLEY MAE LEWIS,  
*Respondent.*

**DECREE OF PATERNITY, CUSTODY,  
VISITATION, AND CHILD SUPPORT**

Case No.: 234500160 PA

Judge: Roger W. Griffin

COME NOW, Petitioner, Wyatt James Mair (“Wyatt”), and Respondent, Carley Mae Lewis (“Carley”), and represent to the Court that they have stipulated to a full and final resolution of all disputed issues. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, therefore:

**IT IS HEREBY ORDERED:**

- Children. The following are minor children of the parties.

|    |        |    |                    |
|----|--------|----|--------------------|
| 1. | Name   | 2. | Date of Birth      |
| 3. | L.J.M. | 4. | Septemb<br>er 2022 |

## PARENTING PLAN

2. 1Custody/Parent time. The parties are awarded joint custody of their minor child. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

|        | Mon | Tues | Wed | Thurs | Fri | Sat | Sun |
|--------|-----|------|-----|-------|-----|-----|-----|
| Week 1 | MOM | DAD  | MOM | MOM   | MOM | MOM | MOM |
| Week 2 | MOM | MOM  | MOM | DAD   | DAD | DAD | DAD |

- a. Wyatt's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with drop off to school (or 9a.m. when school is not in session.)
- b. On Week 1, Wyatt shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Tuesday until Wednesday morning with drop off to school (or 9a.m. when school is not in session.)
- c. On Week 2, Wyatt shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Thursday and continue his parent-time through his alternating weekend until Monday morning with drop off to school (or 9 a.m. when school is not in session).
- d. Extended Summer Parent-Time: Wyatt and Carley shall each receive up to one week of uninterrupted parent-time when school is not in session.
  - i. The extended summer parent-time may include weekends normally exercised by the other parent but under no circumstance should the

extended summer parent-time be exercised over any holiday(s) of the non-exercising parent.

ii. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year, with the Mother having first choice of extended time in odd numbered years and the Father having first choice of extended time in even numbered years.

iii. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

3. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303, with Wyatt designated as the non-custodial parent for the application of the holiday schedule, as follows:

| <b>Holiday</b>                    | <b>Holiday Time Period</b>   | <b>Years Wyatt is<br/>Granted Holiday</b> | <b>Years Carley<br/>is Granted<br/>Holiday</b> |
|-----------------------------------|--|---|--|
| Dr. Martin Luther<br>King Jr. Day | (1) Holiday begins<br>Friday at:<br>(a) 9 a.m. if school is not in<br>session and the parent can be<br>with the child;<br>(b) the time that school is<br>regularly dismissed; or<br>(c) 6 p.m. at the<br>election of the parent<br>granted the holiday.<br><br>(2) Holiday ends:<br>(a) upon delivering of<br>the child to school on the<br>day following Dr.<br>Martin Luther King Jr. Day; or<br>(b) at 8 a.m. on the day<br>following Dr. Martin Luther | Odd years                                 | Even years                                     |

|                 |  |            |            |
|-----------------|--|------------|------------|
|                 | King Jr. Day if there is no school.  |            |            |
| President's Day | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President's Day; or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p> | Even years | Odd years  |
| Spring Break    | <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>   | Odd years  | Even years |
| Memorial Day    | <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p>  | Even years | Odd years  |

|                                 |   |                       |                       |
|---------------------------------|---|-----------------------|-----------------------|
|                                 | <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:<br/> (a) upon delivering the child to school on the day following Memorial Day; or<br/> (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>  |                       |                       |
| Mother's Day                    | <p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>   | Carley in every year. | Carley in every year. |
| Father's Day                    | <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>   | Wyatt in every year.  | Wyatt in every year.  |
| Juneteenth National Freedom Day | <p>(1) Holiday begins at:<br/> (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<br/> (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p> | Even years            | Odd years             |
| Independence Day                | (1) Holiday begins on July 3rd at 6 p.m.  | Odd years             | Even years            |

|              |   |            |            |
|--------------|---|------------|------------|
|              | (2) Holiday ends on July 5th at 6 p.m.  |            |            |
| Pioneer Day  | <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>   | Even years | Odd years  |
| Labor Day    | <p>(1) Holiday begins on Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p> | Odd years  | Even years |
| Columbus Day | <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>  | Even years | Odd years  |
| Fall Break   | <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day</p>   | Odd years  | Even years |

|                           |  |            |            |
|---------------------------|--|------------|------------|
|                           | following the end of fall break if there is no school.   |            |            |
| Halloween                 | <p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br/> (a) at the time that school is dismissed;<br/> or<br/> (b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>   | Even years | Odd years  |
| Veterans Day              | <p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>   | Odd years  | Even years |
| Thanksgiving              | <p>(1) Holiday begins on Wednesday at:<br/> (a) 6 p.m.; or<br/> (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:<br/> (a) upon delivering the child to school on the Monday following Thanksgiving; or<br/> (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p> | Even years | Odd years  |
| Winter Break (First Half) | <p>(1) Holiday begins at:<br/> (a) 6 p.m. on the day</p>   | Odd years  | Even years |

|   |   |            |            |
|---|---|------------|------------|
|   | <p>that school dismisses for winter break; or</p> <p>(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.</p> <p>(2) Holiday ends on December 25th at 1 p.m.</p> |            |            |
| Winter Break<br>(Second Half)           | <p>(1) Holiday begins on December 25th at 1 p.m.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>   | Even years | Odd years  |
| Day of Child's<br>Birthday              | <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>   | Even years | Odd years  |
| Day Before or After<br>Child's Birthday | <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>   | Odd years  | Even years |

**4. Legal Custody.** The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties will mediate before court intervention. Both parties shall have the



authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical.

i. The parties will continue to use the minor child's pediatrician for the child and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the child's medical care. If the parties cannot come to an agreement they shall abide by the recommendation of the attending doctor.

ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling so that each party may be able to attend the appointment if possible.

b. School. The parties shall attend mediation prior to LJM entering Kindergarten to (1) consider an increase to Wyatt's parent-time, and (2) discuss the school the minor child will attend. Both parties shall be listed on all school records. Both parties shall also be included on any email distribution lists used by teachers or school administrators.

c. Religion: The parties have no religious preferences and the child shall be able to attend services with the respective parent on their parent time.

d. Day to Day Decisions. The party with the parent-time shall make the day-to-day decisions for the child.

5. Right of First Refusal. If a party is personally unavailable and requires overnight surrogate care with an unrelated caregiver, then that party shall offer the other party the ability to provide care for the minor child. A legal spouse is considered a related caregiver. A party exercising the right of first refusal shall be responsible for all associated transportation.

6. Communication. The parties will discuss all parenting concerns and will not use their child to deliver messages. The communication between the parties shall remain civil. The parties may communicate by telephone unless one of the parties' requests that the communication shall be in writing. Thereafter, the communication shall be in writing until the parties otherwise agree.

7. Telephone and Virtual Contact with Children. 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 the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

8. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

9. Change of Address: The parties shall give notice within 24 hours of a move in writing via mail or email to give the other parent the new contact information. The parties shall also give new telephone numbers and emails within 24 hour of a change.
10. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.
11. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, 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.
12. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
13. The parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges, the minor child's extracurricular activities, events happening and the minor child's school, and appointments for the minor child shall be express exceptions to this restraint.
14. The parties and people in their respective households will not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.

15. The parties are constrained from allowing the minor child to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

16. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

18. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees,

etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

**19. Curbside Transportation for the Children.** The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and honk the horn or text to announce the arrival. The receiving parent may wait inside the vehicle for the child to come out but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange. Prior to the child being 5 years of age, the parties will utilize a curbside pickup with the assistance of a third party such as a grandparent, if possible.

**20. Third Party Transportation.** A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by 7 p.m.

**21. Exchange of Children's Items.** In the event that the child needs items exchanged and the child is not with the parent, the parent with the items shall be able to leave the item on the other parent's doorstep subject to those items being requested by the other parent. The parent

delivering the item shall text the other parent that the items were delivered and the parent receiving the items shall notify the other parent that they received them.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 *et seq.* The Mother's gross monthly imputed income is \$2,947 per month. The Father's gross monthly income is \$6,250 per month. The Mother has 220 overnights and the Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$492 per month. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

23. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §78B-12-212.

- a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the

number of child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent 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 reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the better insurance plan between the parents shall be used as primary coverage for the dependent child and the other parent's insurance shall be used as secondary. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

24. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

25. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

a. The parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for even-numbered tax years, and the Father will claim the minor child as a dependency exemption for odd-numbered tax years.

b. Either party shall have the option to do a buy-out option if the requesting party pays for all accounting expenses and uses a third-party accountant to access the buy-out option. The requesting party shall pay the other party the amount which (s)he would have been benefitted from claiming the minor child and payment shall be made by March 15. The party requesting the buyout shall request tax information by Feb 1<sup>st</sup> and shall decide if a buyout shall occur within 15 days.

26. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

APPROVED AS TO FORM on the 5<sup>th</sup> day of May 2026.

*\*E-signed by Elenia M. Cozean with permission of Jacob Arijanto\**



/s/ Jacob Arijanto  
Jacob Arijanto – Attorney for Carley Lewis (Respondent)

**RULE 7 NOTICE**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above *Decree of Paternity, Custody, Visitation, and Child Support* was served via email on the 18<sup>th</sup> day of March 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

Jacob Arijanto  
Attorney for Carley Lewis—Respondent

JR LAW GROUP, PLLC

/s/ Elenia M. Cozean  
ELENIA M. COZEAN  
Attorney for Wyatt Mair – Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that on this 5<sup>th</sup> day of May 2026, I caused a true and correct copy of the foregoing proposed **DECREE OF PATERNITY, CUSTODY, VISITATION, AND CHILD SUPPORT** to be sent to the following by the method indicated below:

**E-File:**

JACOB ARIJANTO  
Attorney for Carley Lewis—Respondent

JR LAW GROUP, PLLC

/s/ Cody Nilles  
CODY NILLES

*Paralegal for Elenia M. Cozean*