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IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

In the matter of the minor of: GAVIN R WARNER, Petitioner, AND. CELESTE RIESKE, Respondent.	DECREE OF PARENTAGE Case No. 254300043 Judge Jared Eldridge Commissioner Marian Ito
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The parental relationship existing between Petitioner and Respondent with respect to the minor child is hereby adjudicated and established. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

1. Residency: The Father, Mother and the Minor Child are a bona fide residents of Utah County, State of Utah, and have been for at least 6 months immediately prior to the filing of this action. Jurisdiction

and venue are proper in this court.

2. 2. Child: The parties have never been married to each other but were involved in a relationship. As a result of that relationship, a child was born, W.W., born April 22, 2024.

3. 3. Paternity: Gavin Ray Warner shall be adjudicated as the Father of this child, and shall be added to the child's birth certificate if necessary.

4. **4. Legal Custody & Parenting Plan**: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.

5. 5. Information Sharing: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so

that each party will have the option of attending the special event if possible and participate fully. The Mother will take a photo of the child's birth certificate and social security card and text these to the Father within 7 days of this agreement. Thereafter, the Father may obtain copies or originals if he so desires.

6. 6. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.

7. 7. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the Mother will make a proposal in writing to the Father. If the Father desires to take the issue to mediation, the Father will give notice within 7 days of receipt of the Mother's proposal. The Father's written notice shall state his objection and his request for mediation. The parties will then promptly submit the matter to mediation. If the Father does not send a written request that he desires mediation within the 7 days, then the Mother may proceed with the proposed action. If, after mediation, the parties still disagree on the issue, then the Father may

file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child. If the Father does not file a motion in court within 7 days from the mediation date, then the Mother may proceed with the proposed action.

8. 8. Educational Plan: Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor child in his/her care will be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time. The child will attend school based on the Mother's residence.

9. 9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

10. 10. Communication between Parents: All communication between the parties shall be primarily via text. All communication between the parties shall be civil in nature. Communication regarding the minor child will be directly between the parents and will not involve third parties. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

11. **11. Communication with Child:** Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be uncensored, unmonitored, and unrecorded. If the child is not available when a parent calls, then the party with parent time will initiate or have the child initiate return contact as soon as possible the same day, but not later than 24 hours. The child may initiate contact with either parent at any reasonable times and durations. Either parent may make reasonable house rules regarding electronics in his or her home and during his or her parent time.

12. **12. Travel:** When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

13. **13. Physical Custody:** The Mother is awarded primary physical custody of the minor child, subject to parent time with the Father as the parties may agree, and if they are unable to agree,

parent time will be pursuant to Utah Code 81-9-304 initially, but subject to a ramp-up period in the next paragraph. The Father elects Wednesday as his mid-week parent time day. The parties will alternate weekends from Fridays to Sundays after the ramp-up period.

14. 14. Ramp-Up Period: The Father's parent time will be:

- a. a. May 7 from 5:00 pm (pick up at daycare) to 8:00 pm.
- b. b. May 9 from 9:00 am to 12:00 pm.
- c. c. May 13 from 4:30 pm to 7:30 pm.
- d. d. May 16 from 9:00 am to 3:00 pm.
- e. e. May 20 from 4:30 pm to 7:30 pm.
- f. f. May 23 from 9:00 am to 6:00 pm.
- g. g. May 24 at 6:00 pm to May 25th at 6:00 pm.
- h. h. May 28 from 4:30 pm to 7:30 pm.
- i. i. June 3 from 4:30 pm to 7:30 pm.
- j. j. June 5 to June 7, his first alternating full weekend under Utah Code 81-9-304.

k. 15. Class1: Both parties will take either the Solutions for Early Childhood or Painless Parenting for Preschool Years \$25 and provide verification to the other parent by May 11, 2026.

https://www.loveandlogic.com/products/painless-parenting-for-the-preschool-years-ii-webinar?_pos=14&_fid=14d209064&_ss=c

<https://www.loveandlogic.com/products/love-and-logic-solutions-for->

[early-childhood?_pos=11&_fid=14d209064&_ss=c](#)

- a. 16. Class2: Both parties will take Basic Love & Logic class/Webinar \$120 and provide verification to the other parent by May 23, 2026.

https://www.loveandlogic.com/products/love-and-logic-parenting-online?_pos=2&_fid=14d209064&_ss=c

- a. 17. Revisit Physical Custody: The parties agree to revisit the issue of physical custody and parent time for the Father, if and when, the Father has consistently exercised his parent time for a period of 12 months.
- b. 18. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-304, with the Mother designated as the custodial parent and the Father designated as the non-custodial parent for purposes of the holiday rotation. The exception to the holiday rotation will be that the parties agree that Juneteenth, Columbus Day, and Veterans Day will not be exercised as holidays.
- c. 19. Mother's Prescheduled Travel: The parties agree that the Mother may have the following dates for prearranged travel, which may conflict with the parties' parent time herein:

- d. a. May 29-31 (St. George)
- e. b. August 27-30 (Bear Lake)

- f. c. October 1-4 (St. George)
- g. 20. Extended Parent Time: Extended parent time will be pursuant to Utah Code 81-9-304. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time as follows:
 - a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
 - b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
 - c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
 - d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.
- a. 21. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be by the receiving parent, if school is not in session. The "receiving parent" is the parent who is beginning parent time.

- b. 22. 30/60-Minute Rules: All parent time shall be subject to the 30-minute rule which means that if the receiving parent is more than 30 minutes late to a parent time exchange without contacting the sending parent, the sending parent may at his/her option continue with their evening and the receiving parent will need to pick up the child at a place convenient to the sending parent. However, if the receiving parent becomes more than 60 minutes late to a parent time exchange without contacting the sending parent, the sending parent may at his/her option cancel the parent time. This paragraph is focused on the receiving parent communicating with the sending parent in a reasonable manner for circumstances, emergencies, traffic, and other unforeseen circumstances out of the control of the receiving parent.
- c. 23. Notice of Non-Ability to Exercise Parent Time: The Father agrees that if he will be unable to exercise parent time, (1) he will give advance notice to the Mother of his inability to do so (for example because of work); and (2) he will have virtual parent time (calls or Facetime or similar) to continue regular contact when parent time cannot be in-person.
- d. 24. Moves: If a party intends to relocate the child more than 150 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code 81-9-209.

- e. 25. Mutual Restraining Orders re Child:
- f. a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
 - g. b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.
 - h. c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the child.
 - i. d. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.
 - j. e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.
 - k. f. Interrogation: Neither parent shall question,

interrogate or “pump,” the minor child about the other parent’s activities, personal relationships or how the other parent spends his/her time or money.

l. g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.

m. h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

n. i. Gun Safety: Neither party will allow any weapons or ammunition in the home premises without being locked and secure from the minor child.

o. j. Blades: Neither party will allow dangerous or sharp objects (swords, knives, machetes) to be in the reach of the child or will properly secure the objects.

p. k. Safety Restraints: Both parties will maintain and use child safety seats and restraints that are age and weight appropriate for the child at all times when the child is being transported during his or her parent time.

q. l. Hygiene: Both parties will provide a hygienic, clean and safe environment for the child at all times during his or

her care.

r. m. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.

s. n. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

t. 26. Child Support: The Mother is employed part-time and earns approximately \$3,010 per month. The Father is not currently employed but agrees to be imputed his average 2025 income of \$5,074 per month. Effective June 1, 2026, child support is awarded to the Mother from the Father in the amount of \$578 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

u. 27. Childcare: Utah Code 81-6-209 shall apply and order the equal division of work-related or education-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement

of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements with family members are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

v. 28. First Right: Each parent will have the first right to provide care for the child over any other third party if the parent responsible for the child is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the child when the other becomes available. This provision is not intended to prevent the minor child from attending regular day care or from disrupting the day care of the child such that the continuance of childcare is put at risk. The parties agree that they will discuss other times that a parent may exercise parental time over the child being placed in childcare so long as the interruption of the childcare does not

put the childcare services at risk. Additionally, the parties agree to not withhold the other parent's desire to have parental time over childcare without good cause.

w. 29. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Currently, the child is covered by Medicaid. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary.

x. 30. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to

notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

y. 31. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

z. 32. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. 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, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

aa. 33. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor

child incurred during the time leading up to and including high school. 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 and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

bb. 34. Taxes: The Mother may claim the child on her taxes for the 2026, 2027, and 2028 tax years. Thereafter, beginning for the 2029 tax year, the Father will claim the minor child on his tax returns for the odd-numbered tax years; and beginning for the 2030 tax year, the Mother will claim the child on her returns for the even-numbered tax years. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

cc. 35. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein.

dd. 36. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

ee. 37. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

Approved as to form:

/s/ Rachel Whipple

Rachel Whipple

Attorney for Respondent

(Approved via May 27, 2026 email)

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Benjamin R Wall, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice,

unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on May 27 2026, I transmitted a true and correct copy of the foregoing document via e-filing the following:

Rachel Whipple
Attorney for Respondent

/s/ Benjamin R Wall
Benjamin R Wall
Attorney for Petitioner