

The Order of the Court is stated below:

Dated: September 10, 2026
08:20:30 PM

/s/ ANTHONY HOWELL
District Court Judge



Erin Dickerson (11941)
Gravis Law, PLLC
1345 West 1600 North, Suite 201
Orem, Utah 84057
Telephone: (385) 350-4198
oremoffice@gravislaw.com

Attorneys for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT UTAH COUNTY, STATE OF UTAH 137 N. Freedom Blvd., Provo, UT 84601	
IN THE MATTER OF THE CHILD OF: ZACHARY LEWIS RICKS, Petitioner, and BAYLEE ELISE LARSON, Respondent.	DECREE OF CUSTODY, PARENTAGE, AND SUPPORT Case: 254402634 Judge: Anthony Howell Commissioner: Marian Ito Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Custody, Parentage, and Support. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF CUSTODY, PARENTAGE, AND SUPPORT

1. **DECREE OF CUSTODY, PARENTAGE, AND SUPPORT GRANTED.** Petitioner and Respondent are hereby awarded a Decree of Custody, Parentage, and Support.

2. JURISDICTION. The Court has jurisdiction over the parties and the subject matter of this case.

1. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the child for the purposes of the Hague Convention or any international custody dispute. Neither parent shall relocate with the child outside the State of Utah, without mutual agreement of both parents or a Utah Court Order.

2. CHILDREN. There has been one child born of the parties:

<u>Name of Child</u>	<u>Date of Birth</u>
T.J.R.	May 2023

No further children are expected.

3. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the child have not been filed in Juvenile Court.

4. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT.

Utah is the home state of said minor child pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. Said minor child resides with Petitioner at 418 S. 750 W., Spanish Fork, UT 84660 and with Respondent at 2051 E. 800 S., Spanish Fork, UT 84660.

c. Neither Petitioner nor Respondent has been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor child in this state or any other state.

d. Neither Petitioner nor Respondent has information of any custody proceeding concerning the subject minor child in a court of this or any other state.

e. Neither Petitioner nor Respondent knows of any person, not a party to these proceedings who has physical custody of the subject minor child and who claims to have custody or visitation rights with respect to said child.

5. CHILD CUSTODY AND PARENTING PLAN. Petitioner (“Father”) and Respondent (“Mother”) are fit and proper persons to be awarded, and shall be awarded joint legal and joint physical custody of the parties' minor child, and such custody award is in the best interests of the child. The parties agree and acknowledge that their child is currently three years old. The parties have agreed to this child custody and parenting plan with the intention that it will apply throughout the child’s life and that the child turning five is not in and of itself a sufficient basis to modify this agreement.

- a. Utah County shall be designated as the primary county of residence of the child.
- b. **Custody:** Custody shall be subject to Mother’s and Father’s rights to reasonable parenting time as the parties may agree, or, if the parties cannot agree, parent-time shall be pursuant to U.C.A. §81-9-305, except that wherein the Decree and U.C.A. §81-9-305 differ, the Decree and the terms of the parenting plan described therein shall be the controlling order of the Court. Any amendments, revisions, or changes made to U.C.A.

§81-9-305 after the entry of the Decree of Parentage shall not alter the parenting plan described therein unless both parents mutually agree in writing to adopt the changes or revisions.

- i. An order pursuant to U.C.A. §81-9-305 shall result in 182 overnights per year for one parent and 183 overnights per year for the other parent.
- ii. Under the equal parent-time schedule, neither parent is considered to have the child the majority of the time.
- iii. Mother shall receive 183 overnights and Father shall receive 182 overnights.
- iv. For the purpose of calculating child support only, the number of overnights of the parent with the lower gross income shall be entered as 183 and the number of overnights of the parent with the higher gross income shall be entered as 182 pursuant with U.C.A. §81-6-206(7).

c. **Weekday and weekend parent-time:** The equal parent-time schedule is as follows:

- i. One parent shall exercise parent-time starting Monday morning and ending Wednesday morning;
- ii. The other parent shall exercise parent-time starting Wednesday morning and ending Friday morning; and
- iii. Each parent shall alternate weekends exercising parent-time starting Friday morning and ending Monday morning.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk 1	Father	Father	Mother	Mother	Father	Father	Father

Wk 2	Father	Father	Mother	Mother	Mother	Mother	Mother
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iv. Until such time as the child starts full-day school or full-day childcare, the exchange shall take place with the parent whose parent-time is ending dropping off the child at the residence of the other parent at 8 p.m. Specifically, Father will drop off the child to Mother at 8 p.m. on Tuesdays evenings, and Mother will drop off the child to Father at 8 p.m. on either Thursday evening or Sunday evening depending on if it is her weekend. Once the child begins full-day childcare or full-day school, the exchange shall take place at the time the child’s school or daycare begins with drop-off to school or daycare; or if school is not in session, at 9 a.m. or other mutually agreed upon time. Father will drop the child off at school or daycare on Wednesday mornings and Mother will pick up the child from school or daycare on Wednesday afternoons. Father will pick up the child from school or day care on Friday or Monday afternoons depending on if it is his weekend.

d. **Holiday parent-time:** The parents may create a holiday schedule. If the parents are unable to create a holiday schedule, holiday parent-time shall be pursuant to the holiday schedule described in U.C.A. §81-9-302(12) and described herein:

Holiday	Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6	Odd years	Even years

	p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.		
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 6 p.m.	Even years	Odd years

Labor Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 7 p.m.	Odd years	Even years

Winter Break (Second Half)	Holiday begins on December 27 th at 7 p.m. Holiday ends at 7 p.m. on the night school resumes.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

e. **Uninterrupted parent-time:** Each parent may designate two consecutive weeks for uninterrupted parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-305(5)

- i. In even-numbered years, Mother may make a designation of uninterrupted parent-time at any time and Father may make a designation after March 1.
- ii. In odd-numbered years, Father may make a designation of uninterrupted parent-time at any time and Mother may make a designation after March 1.
- iii. All designations of uninterrupted parent-time shall be made in writing and at least 30 days before the day on which the designated two-week period begins.
- iv. The two weeks of uninterrupted parent-time take precedence over all holidays except for Mother's Day and Father's Day.
- v. For 2026 only, Mother may make her designation by June 1 and Father may make his designation by June 15.

h. **Changes to parent-time schedule:** Unless the parties mutually agree, 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 preference 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 U.C.A. §81-9-302(12);
- ii. the uninterrupted summer parent-time of either parent
- iii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
- iv. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
- v. the schedule for weekday or weekend parent-time.

i. **Third party pick-up:** A stepparent, grandparent, or other responsible adult designated by the parent receiving the children for parent-time may pick up the child for parent-time if the other parent is aware of the identity of the individual.

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

6. GENERAL PARENTING PLAN PROVISIONS. The parties shall attend mediation before filing any petition to modify the parenting plan orders of the Court. The

expense of mediation shall be paid by the party seeking to modify the parenting plans orders of the Court. If a party has made two written requests for mediation without response that party shall be allowed to proceed with filing a petition to modify.

a. The parties shall share parent-time transportation equally as described herein. Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver’s license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.

b. Either parent may make emergency decisions affecting the health or safety of the children and shall immediately inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. School: The child is not yet old enough to attend school. The parties agree that they will jointly decide which school to enroll the child in when the time comes. If the parties cannot agree on which school the child shall attend, they shall follow the dispute resolution steps listed in 8(d) below. The parties shall begin the process of deciding which school to enroll the child in one year in advance of the child’s kindergarten start date to ensure there is time to resolve the issue before school starts.

d. Dispute resolution: Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will attempt to reach an agreement in the best interest of the children. If the

parties cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party expert in the relevant field (ex. pediatrician, dentist, teacher) and agree to follow the recommendation of the expert; third, the parties shall attend mediation narrowly focused on the issue in dispute and evenly share the cost of mediation; and, fourth, if they still cannot agree, either parent shall have the right to take the matter before the court for decision. Throughout the dispute resolution process, in accordance with Utah law:

- i. preference shall be given to the provisions in the Parenting Plan;
- ii. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
- iii. a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;
- iv. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
- v. the district court shall have the right to review the dispute resolution process; and
- vi. the provisions of U.C.A. §81-9-203 (10)(c) shall be set forth in any final decree or order.

- e. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
- i. An itinerary of travel dates;
 - ii. destinations;
 - iii. places where the child or traveling parent can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the child's location.
- f. All communication between the parties will be civil. The child will not be used as a messenger between the parties. The parents will communicate with each other by any mutually agreed-upon method. Agreements regarding changes to the schedule or other details that need to be in writing shall be by text or email.
- g. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, 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 parent-time schedule. A parent who gives up parent-time to accommodate an event in the life of the other parent shall be entitled to make-up parent-time that is equal in quality and duration (ex. weekend time for weekend time, holiday time for holiday time).
- h. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child. The child always has a right to contact either parent at any reasonable time, and the parents shall allow the child to do so.

i. In all cases, the parents will exchange information concerning the health, education, and welfare of the child, and, unless it is an emergency situation, confer before making decisions concerning any of these areas. Both parties will have access to the child's school, church, and other records and will include the other party as a parent on such records. Both parties shall have an affirmative duty to ensure that he or she is signed up for class or team e-mail lists and shall be proactive and take note of school events or other activities of which the parent receives independent notice. If the other parent doesn't receive independent notice, the parent with notice shall notify the other within 24 hours of receiving notice of all significant activities or invitations, including school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully in any events intended for parent participation.

j. Mother and Father shall each be responsible for all costs associated with his or her own exercise of parent-time with the parties' minor child.

k. Either parent may bring enforcement actions without the need of mediation.

l. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

m. The parenting plan described herein is filed in good faith. Mother and Father believe the plan is in the best interests of the child.

n. Communication between parties: The parties agree that they will not delegate their responsibility to coparent to new partners or spouses. The parties will communicate

directly with each other regarding the minor child and neither will involve third parties in their conversations or communications.

7. MUTUAL RESTRAINING ORDERS: The Court shall order the following as restraining orders in this action.

a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or parent-time.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes his best interest.

c. Both parties are restrained from discussing pending issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information about the other parent.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parent-time.

e. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and 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 violations, or shall remove the child from such circumstances.

f. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

8. CHURCH EVENTS AND FUNCTIONS. Each parent shall be allowed to participate in the religious faith of his or her own choosing, or to not participate in any religious organization, and to include the children in the parent's religious observances and practices during the parent's parent-time. The parents shall follow the joint legal custody decision-making process for any disputes regarding official membership or advancement in any religion.

9. CHILD SUPPORT. Mother is entitled to \$170.00 per month as child support for the use and benefit of the parties' minor child in accordance with the Utah Uniform Civil Liability Support Act, U.C.A. §81-6-304. This amount is based on Petitioner's monthly gross employment income of \$3680.00 and Respondent's imputed monthly gross employment income of \$1257.00 (minimum wage). The base child support obligation of Petitioner according to the guidelines is \$170.00.

a. Child support shall commence on June 1, 2026 and continue until the child of the parties reaches the age of 18 or graduates from high school, whichever occurs last, marries, becomes a member of the US Armed Forces, otherwise legally emancipates, or dies. The monthly child support shall be paid one half on or before the 5th day of each month, and the

other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. Petitioner's income shall be subject to immediate and automatic withholding for the payment of child support through the Office of Recovery Services. Respondent has opened a case with the Office.

c. In the event the Office of Recovery Services is enforcing child support, each party shall keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

d. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support shall be pursued.

e. The child support award may be modified prospectively pursuant to U.C.A.

§§81-6-212:

(1) U.C.A. §81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. §81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required

under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. §81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. §81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. §81-6-212(5)(b): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

h. If either party returns to school to increase his or her earning ability, it shall be considered a substantial and material change of circumstances and the parties shall be entitled to a recalculation of child support. However, neither parent shall be imputed less than \$1257.00 per month in gross income regardless of whether the parent is attending school or is or is not working.

i. The joint custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

j. If the Joint Custody Child Support Obligation Worksheet is used to calculate the base child support obligations herein, pursuant to U.C.A. §81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's school fees and mutually agreed-upon in writing extracurricular activities.

k. Pursuant to U.C.A. §81-6-211, should the parent-time and custody award be pursuant to U.C.A. §81-9-302, the base child support award shall be reduced by fifty percent (50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days

of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

10. CHILDCARE. Child support shall also include, in addition to the basic monthly amount, an order assigning financial responsibility for one-half of all childcare expenses incurred on behalf of the dependent child necessitated by the employment or work-related training of a party actually paid out-of-pocket by a party. If the child receives childcare assistance through the state, the parents are still required to equally share any out-of-pocket expenses of childcare necessitated by the employment of either party.

a. Prior to either party incurring any work-related childcare expense, childcare arrangements with nominal or no charge, such as with family or friends, shall be used first, and each party shall check with the other to ensure that work-related childcare arrangements with nominal or no charge are not available before incurring any childcare expense. A parent incurring work-related childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

b. The parent who does not incur childcare expenses shall begin payment his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense.

c. If the childcare costs cease to be incurred, the parties may suspend making monthly childcare expense payments while it is not being incurred, without obtaining a modification order.

d. The incurring party shall provide written verification of the cost and identity of the childcare provider to the other party upon initial engagement, and shall notify the other parent of any change in the childcare provider or monthly childcare expense within 30 calendar days from the date of the change. An incurring party may be denied the right to recover the other party's share of the childcare expenses if the incurring party fails to comply with this provision.

11. HEALTH, ACCIDENT AND DENTAL COVERAGE. The child is currently covered via Medicaid. Mother shall promptly sign, complete, and/or execute any and all necessary documents to ensure that Father can access the Medicaid coverage for the child and can submit medical claims for the child for payment or reimbursement. Pursuant to U.C.A. § 81-6-208:

a. The parents shall be required to maintain medical, hospital, dental and vision coverage for the dependent children where available at reasonable cost and where the coverage is accessible to the children. If healthcare coverage becomes available to the parents through employment, or if the child no longer qualifies for Medicaid coverage, the parents shall obtain other healthcare coverage for the child.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental coverage of both parents, the health, hospital, or dental coverage of ZACHARY RICKS shall be primary coverage for the dependent child and the health, hospital, or dental coverage of BAYLEE LARSON shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental coverage but is covered by a step-parent's plan, the health, hospital, or dental coverage 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.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the healthcare coverage.

d. A parent incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

e. The parent ordered to maintain healthcare coverage shall provide verification of coverage to the other parent and ORS, if ORS is providing collection services, on or before January 2 of each year, and notify the other parent and ORS, if ORS is providing collection services, of any change of healthcare coverage, insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense 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 children in the instant case.

12. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILD. The Court shall issue an Order in which both parents share equally in all non-covered or uninsured and out-of-pocket medical and dental expenses, [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. §81-6-206.

a. Either parent who incurs medical expenses for the parties' minor child shall provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The parent initiating services shall be ordered to provide a copy of the Decree of Parentage to each creditor providing medical or dental services for the minor child. Each creditor is to be notified by the parent initiating services that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree

of Parentage. Each creditor receiving a copy of the Decree of Parentage is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Parentage.

d. As stated herein, Mother shall cooperate to ensure Father can submit the child's past medical bills for Medicaid coverage. If the child's bills remain unpaid by Medicaid, Mother shall be responsible for ½ of the outstanding balance of the child's uninsured medical expenses.

13. TAX EXEMPTIONS. Tax credits, exemptions, stimulus checks and the like shall first and foremost be governed by applicable federal law and IRS regulation. Petitioner and Respondent shall alternate the exemption for the child so long as he is eligible and shall alternate claiming the child as his or her dependent on their taxes. Father shall claim the child in odd-numbered tax years. Mother shall claim the child in even-numbered tax years.

- a. Pursuant to U.C.A. §81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation by December 31st of the tax year.
- b. Pursuant to U.C.A. §81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

14. ATTORNEY FEES AND COSTS. The parties shall each be responsible for his or her own attorney fees and costs in this matter up to, and including, the issuance of the Decree of Parentage.

15. DOCUMENT DELIVERY. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

SO ORDERED

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****

Approval as to form:

/s/ Erin Dickerson
Erin Dickerson Counsel for Petitioner 7/27/2026

/s/ Kaden Gilchrist
Kaden Gilchrist Counsel for Respondent

*(Signature affixed with Permission via email
on 8/12/2026)*

<i>/s/ Amy Jonkhart</i>
Amy Jonkhart Assistant Attorney General Office of Recovery Services <i>(Signature affixed with Permission via email on 7/31/2026)</i>