The Order of the Court is stated below:
Dated: October 08, 2026 01:12:33 PM **/s/** KASEY L. WRIGHT District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT UTAH COUNTY, STATE OF UTAH PROVO DEPARTMENT	
In the matter of the child of FABIAN EZEQUIEL ALMIRON, Petitioner, vs. RUBY KRISTINE WILLMORE, Respondent.	DECREE OF PARENTAGE NUNC PRO TUNC Case No. 224400825 Judge Kasey L. Wright Commissioner Marian Ito

Respondent, Ruby Kristine Willmore, through her attorney, Wilford N. Hansen, Jr., and Petitioner, Fabian Ezequiel Almiron, through his attorney, Alixandria Young-Jui, stipulated to a full resolution of all issues raised in this matter pursuant to an agreement reached on May 8, 2026, before the Honorable Kasey L. Wright. The Court has accepted the stipulation of the Parties. 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, now

ORDERS, ADJUDGES, AND DECREES

JURISDICTION

1. Residency: Ruby is a bona fide resident of Utah County, State of Utah, and had been for three months immediately prior to the filing of this action.

2. Relationship of the Parties: The Parties were never married but because of a romantic relationship, one child has been born as issue of their relationship.

3. Children: There is one (1) Minor Child born as issue of this relationship, namely: I.W.A., born November 2016.

4. Home State: Utah is the home state of said minor child pursuant to Utah Code § 78B-13-201(1)(a).

CUSTODY, PARENT-TIME, AND PARENTING PLAN

5. Custody: Fabian and Ruby are awarded joint legal and 60/40 joint physical custody of Minor Child, subject to the modified summer schedule described below, with Ruby being the primary physical custodial parent.

6. The Parties shall both have access to medical records, school records, court records, and any other information or records concerning their child.

7. Decision Making: The major decisions concerning their child's general welfare, education, non-routine medical treatment, and religious training shall be mutually agreed to by

both Parties. In the event the Parties do not mutually agree as to medical, education, and religious decisions, the Parties shall return to mediation. However, the Parties shall consult with medical professionals, ecclesiastical, and school leaders regarding any legal decision, before returning to mediation. If there is no agreement after mediation, either Party may pursue legal action through the Courts. 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.

8. Medical:

a. Parties shall utilize Sandstone Psychology in Payson, Utah to perform a mental health diagnostic for Minor Child to evaluate for ADHD and other potential learning impairments. Both Parties will participate in the intake process for such diagnosis and follow any recommendations of the provider. Fabian will bear the costs of the diagnostic testing through Sandstone Psychology.

b. Parties shall find a new pediatrician for Minor Child. Parties shall mutually agree on the new pediatrician. Minor Child shall not receive medical care from a provider either parent works for or with, without written affirmative consent of the other parent.

c. Parties shall find a therapist for Minor Child. Parties shall mutually agree on the therapist.

d. Parties have an affirmative duty to provide prompt medical attention to Minor Child when required. Parties may seek minor medical care or emergency medical care for Minor Child.

e. Parties have an affirmative duty to provide notice to the other parent when medical concerns arise during their parent-time.

f. Parties shall cooperate to provide necessary medication for Minor Child while in the other parent's care. Unless Parties agree otherwise in writing, Parties will use best efforts to provide the necessary monthly supply of medication for Minor Child to the other parent at the next exchange following receipt of the medication.

g. Parties shall not have Minor Child's school administering prescription medication without prior written agreement.

9. Parent Time: Parent time shall be as Parties can agree. If the Parties cannot agree, Parent-time shall be as follows:

a. During Minor Child's school year, Parent-time shall be the following schedule:

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Week 1	Ruby	Ruby	Ruby	Fabian	Fabian	Fabian	Fabian
Week 2	Ruby	Ruby	Ruby	Fabian	Ruby	Ruby	Ruby

i. Every other week, Fabian will have parent-time from Thursday (after school or 9:00 a.m. if school is not in session) until Monday morning with drop-off at school or 6:00 p.m. if school is not in session.

ii. Every other week, Fabian will have parent-time from Thursday (after school or 9:00 a.m. if school is not in session) until Friday morning with drop-off at school or 6:00 p.m. if school is not in session.

b. During Minor Child's summer, Parent-time shall be the following schedule:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Week 1	Fabian	Fabian	Fabian	Fabian	Fabian	Fabian	Fabian
Week 2	Ruby	Ruby	Ruby	Ruby	Ruby	Ruby	Ruby

i. Parties shall exercise parent-time on a week-on/week-off schedule with exchanges taking place on Sunday evenings at 6:00 p.m.

ii. Parties shall be flexible regarding allowing extended parent-time for summer vacations, and shall be flexible regarding makeup parent-time for the other parent. Parties shall be reasonable requesting vacation parent-time and shall be reasonable responding to those requests.

10. Communication: The Parties will discuss all parenting concerns at any time needed through the shared app "Our Family Wizard" and will not use a third-party and/or their child to deliver messages.

11. Parties shall equally share costs to purchase a cellular device for Minor Child to have reasonable access to either parent at any time. Minor Child may contact either parent at any

time. All communication between the Minor Child and the Parties shall be unrestricted and unsupervised. All communication shall be at reasonable times and for reasonable durations. Cellular device shall remain with Minor Child at all reasonable times.

12. Notification of Child's Events: The Parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis through the shared app "Our Family Wizard". The Parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in. Both Parties shall have access to all information via the school website email. Both Parties are encouraged to attend events, regardless of who is exercising parent time.

13. Special Events: 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 visitation schedule.

14. Right of First Refusal: Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Child over any other third party (i.e., surrogate care) if the parent responsible for Minor Child is not available for a period of four (4) hours or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and

shall not be construed to prevent Minor Child from having sleepovers with friends and family or engaging in their extracurricular activities.

a. Parties shall identify and provide contact information for third-parties Minor Child is left with without either parent for longer than four hours.

15. Regular and Extra-curricular 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 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 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 the child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

a. Minor Child participates in baseball each summer. The Parties shall continue his participation in baseball, or other sports activity as the Parties agree, and shall split the costs as described above. Parties shall rotate where Minor Child attends baseball each summer. In even years, Ruby will enroll Minor Child in baseball in her area. In odd years, Fabian will enroll Minor Child in baseball in his area. If the baseball schedule does not work for the Parties, Parties may opt out of this extracurricular.

16. Childcare Expenses: The Parties shall adopt Utah Code § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the Minor Child.

17. Transportation: The Parties will utilize school-to-school exchanges when applicable and school is in session. If school-to-school exchanges are not possible, or school is not in session, eg. during the week-on-week-off summer schedule, the receiving parent will provide pick up transportation unless otherwise mutually agreed upon. All parent drop-off/pick-up shall be curbside with the receiving parent not leaving the vehicle or the other parent not leaving their home. If either parent is later than 15 minutes for parent time exchanges, the Party arriving late will be responsible for coordinating the exchange at a time and place convenient to the other Party.

a. Either Party may use a third-party to facilitate transportation so long as the third-party has an established familiarity with Minor Child.

18. Travel: When the child travels out of state 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;

d. The traveling parent shall provide travel itinerary to the other parent two-weeks in advance of out-of-state travel dates;

e. Neither parent shall travel internationally with the Minor Child, unless they have prior written consent or Court order.

f. Neither parent shall unreasonably withhold consent for international travel with the Minor Child.

19. Holidays: The holidays shall be as the Parties agree. If the Parties cannot agree the holidays will be according to Utah Code § 81-9-903 with Ruby designated as custodial parent and Fabian designated as non-custodial parent (for holiday purposes only) as follows:

Holiday	**Holiday Time Period**	**Fabian**	**Ruby**
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6:00 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering Minor Child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering Minor Child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even	Odd

Spring Break	(1) Holiday begins at 6:00 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering Minor Child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering Minor Child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even	Odd
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years Ruby	All years Ruby
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years Fabian	All years Fabian
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering Minor Child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.	Odd	Even

Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering Minor Child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd	Even
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering Minor Child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd	Even

Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering Minor Child to school on the day that school resumes after the winter break.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

a. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child's attendance at school for that school day.

b. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. The holiday schedule for Mother's Day or Father's Day;

ii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and

iii. The schedule for weekday or weekend parent-time.

20. Parties shall list both parents as designated parents and legal guardians on all emergency contact forms.

21. Both parents may attend parent-teacher conferences and IEP meetings. Parents may allow third-parties to attend if they are not attending with the other parent or if Parties agree in writing beforehand.

22. Minor Child will continue to attend Orchard Hills Elementary in Santaquin, Utah.

23. If one Party moves more than 150 miles, then Parties shall abide by Utah Code § 81-9-209. Minor Child shall remain in Utah with the parent remaining in Utah.

FINANCIAL ITEMS

24. Child Support: Pursuant to Utah Code §§ 81-6-202 through 305, Fabian shall be Ordered to pay child support.

a. According to Uniform Child Support Guidelines, joint child support worksheet, and stipulation of the Parties, beginning the month following the entry of the Decree of Parentage, Fabian shall pay $492 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

b. Pursuant to Utah Code, §§ 26B-9-302 through 412, Fabian shall make his child support payments directly to Ruby. Fabian shall continue to make his child support payments ½ on the 1st of the month and ½ on the 15th of the month.

c. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

d. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support

amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

e. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent of more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

25. Medical/Dental Expenses: Pursuant to Utah Code § 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

a. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance. Minor Child's portion of the premium 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 minor children of Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social

Security Act, upon initial enrollment of Minor Child and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew of should have known of the change.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. A 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 that parent fails to comply with subparagraphs C and D above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Fabian's shall be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Ruby's shall be secondary coverage for Minor Child. If Minor Child is not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Child.

h. According to Utah Code § 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

26. Dependency Exemption and Tax Benefit Credits: The Parties will share and alternate the dependency exemption and tax benefits for the Minor Child. Fabian will be entitled to claim the Minor Child as a dependency exemption/child tax credit for odd-numbered tax years and Ruby will be entitled to claim the Minor Child as a dependency exemption/child tax credit for even-numbered tax years. Fabian is entitled to claim the dependency exemption indicated herein as long as he is current on his child support obligation by December 31 of any tax year.

27. Mutual Restraining Order:

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 visitation.

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 their best interest.

c. 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 or interrogating the child.

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 parenting time.

e. Neither Party shall enter the residence and/or work location of the other Party unless they are invited to do so.

f. 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 shall have the affirmative duty to use his or best efforts to prevent third parties from such violations, or shall remove the child from such circumstances unless through therapists.

g. Both Parties shall keep the other Party informed regarding their current physical address, phone number and email address within 48 hours of their move.

h. Both Parties are mutually restrained from disparaging one another to anyone under any circumstances at any time.

28. 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.

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

APPROVED AS TO FORM:

/s/ Alixandria Young-Jui by permission
ALIXANDRIA YOUNG-JUI

Attorney for Petitioner