



John D. Seegrist (61035)
Stillwater Family Law, LLC
9877 S 1300 W #2043
West Jordan, Utah 84088
Telephone: 385-300-2082
Facsimile: 385-205-6424
Email: john@stillwaterfamilylaw.com
LPP for Respondent.

IN THE THIRD JUDICIAL DISTRICT COURT – STATE OF UTAH
IN AND FOR TOOELE COUNTY – TOOELE DEPARTMENT
[74 South 100 East, Tooele, UT 84074]

IN THE MATTER OF THE CHILD(REN) OF:	DECREE OF CUSTODY AND PARENTING PLAN
CHRISTOPHER DAVID KNIGHT,	Case No.: 254300524
and	Judge: Todd Hilbig
ALEXIS DE STOUT-HISKEY.	Commissioner: Renee Blocher

The Court, having reviewed the parties' Stipulated Agreement of March 6, 2026, and Findings of Fact and Conclusions of Law, finds that the following provisions are in the best interest of the minor child and hereby adopts them as Court ORDERS:

1) Legal Custody. The parties are awarded Joint legal custody of the minor child pursuant to Utah Code § 81-9-102. Both parents shall share in the rights and responsibilities of legal custody, including making major decisions regarding the child's education, medical care, and religious upbringing. The parties shall act in good faith, communicate effectively, and make such decisions consistent with the child's best interests.

2) Physical Custody. The parties are awarded joint physical custody of the minor child. The Court recognizes that Mother exercises approximately 220 overnights per year and Father exercises approximately 145 overnights per year, which allocation is consistent with the parties' agreement and the best interests of the child.

3) Parent-Time. Parent-time shall occur as agreed by the parties, or absent agreement, pursuant to Utah Code § 81-9-303 for children ages five through eighteen. Holiday parent-time shall follow the same statutory provisions unless otherwise agreed in writing by the parties. Until the minor child reaches five (5) years of age, uninterrupted summer parent-time shall be limited to two (2) consecutive weeks, after which the statutory provisions for extended summer parent-time shall apply. The parties shall reasonably coordinate Father's weekend parent-time with that of Father's brother to promote sibling relationships, provided it does not materially disrupt the child's schedule or best interests, meaning it does not significantly alter the number of overnights, interfere with school attendance, or require unreasonable changes to the child's routine.

4) Exchanges and Transportation. All exchanges of the child shall occur in a respectful manner and without conflict or discussion of legal matters in the presence of the child. Exchanges may occur school-to-school, curbside, or at a mutually agreed public location, and if the parties cannot agree, the exchange shall take place at the closest police station to the child's residence. The receiving parent shall be responsible for transportation of the child. If a parent is more than thirty (30) minutes late to an exchange without notice, the other parent may reschedule the exchange. The receiving parent shall be responsible for transporting the child from the exchange location and covering any expenses associated with transportation, unless the parents agree otherwise in writing.

5) Overnight Travel and Contact Information. Parents shall provide notice of any overnight travel and share itineraries, contact information, and emergency contacts at least 24 hours before departure.

6) Special Events. Each parent shall give special consideration to making the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, meaningful ceremonies, and other significant events in the child's or the parent's lives that may inadvertently conflict with the visitation schedule.

7) Communication. The parties shall communicate directly with one another regarding all matters concerning the child through written means, including text message, email, or a mutually agreed parenting application. Either parent may require the use of a parenting application, and any associated costs shall be shared equally. All communications shall remain respectful and focused on the needs of the child, and urgent communications shall be acknowledged promptly. The child shall have frequent, meaningful, and age-appropriate communication with both parents, which may occur up to daily as appropriate, and each parent shall facilitate and not interfere with such communication.

a) Each parent shall:

i) Facilitate communication, including maintaining a functioning device where appropriate.

ii) Ensure the child's privacy and comfort during communication.

8) Conduct of the Parties. Each parent shall:

a) Refrain from speaking negatively about the other parent in the presence of the child.

b) Not discuss litigation or attempt to influence the child regarding custody or parent-time.

- c) Not undermine the child's relationship with the other parent.
- d) Not harass, annoy, or disturb the other parent.
- e) Prevent third parties from engaging in prohibited conduct and remove the child from such situations.
- f) Both parents shall ensure that the child is not exposed to parental conflict and shall model respectful behavior at all times.

9) Child's Rights and Welfare. Each parent shall actively promote the following rights and welfare of the minor child.

- a) The child shall be entitled to a safe, stable, and nurturing environment in each parent's home, where the child's physical, emotional, and developmental needs are met.
- b) The child shall be free from parental conflict, disparagement, manipulation, or involvement in legal disputes.
- c) The child shall maintain meaningful relationships with both parents, siblings, extended family members, and community connections, unless otherwise restricted by court order. Each parent shall facilitate such contact during their custodial time.
- d) The parents will maintain the child's personal dignity, including freedom from intrusive questioning or being used to convey messages or gather information.
- e) Each parent shall respect the child's privacy appropriate to age and developmental level, including communications, and shall provide appropriate sleeping arrangements, ensuring the child does not share a bed with unrelated adults or romantic partners and is not exposed to inappropriate adult conduct.
- f) Both parents shall support the child's emotional well-being and may initiate counseling or therapy when appropriate, cooperating with one another in facilitating such care.

10) Childcare Providers and Expenses. Childcare providers must be at least eighteen (18) years old, capable of ensuring the child's safety, and free from criminal or child abuse history. Each parent shall be solely responsible for any daycare or childcare expenses incurred during that parent's parent-tie.

11) Mutual Restraint Prohibited Conduct. Both parents are prohibited from engaging in or communicating anything that could harm or injure the other parent. This includes but is not limited to speaking disparagingly about the other parent in the presence of the child, discussing issues in this case with the child, attempting to undermine the child's love and affection for the other parent, or harassing, annoying, or disturbing the other parent.

12) Third-Party Restraint. Both parents are prohibited from encouraging or allowing a third party to engage in actions prohibited under this order. Each parent shall prevent third parties from committing such violations and remove the child from any situation where such violations occur.

13) Decision-Making. Each parent shall make routine day-to-day decisions concerning the child while the child is in that parent's care, including decisions regarding meals, bedtime, discipline, and activities. Either parent may make emergency decisions affecting the health or safety of the child and shall notify the other parent as soon as reasonably possible. Major decisions affecting the child's education, religion, and medical care shall be made jointly. In the event of disagreement, the parties shall follow the dispute resolution procedures set forth in this Decree.

14) Dispute Resolution. The parties shall make good-faith efforts to resolve disputes before seeking court intervention. This process shall include initial direct communication between the parties, followed by consultation with appropriate professionals if necessary (including educators, medical providers, or therapists involved in the child's care), and ultimately

mediation with a neutral mediator if the dispute remains unresolved. Written notice of the dispute shall be provided, and the responding party shall reply within five (5) business days. Mediation shall occur within forty-five (45) days unless otherwise agreed. Court intervention may be sought only after good-faith participation in mediation, except in cases involving immediate welfare, health, or safety concerns which may proceed directly to the Court without mediation.

15) Enforcement. Prior to filing any motion for enforcement, the complaining party shall provide written notice of the alleged violation and allow the other party three (3) days to cure the issue unless emergency relief is required. If court action is necessary, the non-prevailing party may be ordered to pay reasonable court costs and attorney fees.

16) Relocation. In the event either parent relocates more than one hundred fifty (150) miles from the other parent, both parties shall comply with Utah Code § 81-9-209, including providing proper notice and addressing transportation and cost-sharing arrangements.

17) Records and Information. Both parents shall have equal access to all records relating to the child, including medical, dental, psychological, and educational records. This Decree shall serve as authorization for the release of such records to either parent.

18) Health Care and Expenses. One or both parents shall maintain health and dental insurance for the child when reasonably available. Any uninsured or unreimbursed medical, dental, or mental health expenses shall be divided equally between the parties. The parent incurring such expense shall provide documentation within thirty (30) days, and the other parent shall reimburse their share within thirty (30) days of receipt.

19) Child Support. Father shall pay to Mother child support in the amount of \$415 per month, payable in two equal installments due on the 5th and 20th of each month. Child support shall commence on the first day of the month following entry of this Decree and shall continue until

the child reaches the age of eighteen or graduates from high school during the same academic year, whichever occurs later, unless otherwise modified by law. Child support may be enforced through the Utah Office of Recovery Services by income withholding.

20) Tax Exemption. The parties shall alternate claiming the minor child as a dependent for tax purposes, with Father claiming the child in even-numbered years and Mother claiming the child in odd-numbered years. The claiming parent must be current on child support obligations. Both parties shall execute any necessary tax forms, including IRS Form 8332, to effectuate this provision.

21) Modification or Review. This Plan remains in effect until modified by written agreement or court order. The parents shall review the Plan annually and may propose adjustments consistent with the child's best interests.

22) General Provisions. Both parents share responsibility to implement the Stipulated Agreement and Decree of Custody cooperatively. Each parent shall notify the other of any change in address or contact information within twenty-four (24) hours. This Decree shall remain in effect until modified by written agreement of the parties or further order of the Court. The parties are encouraged to review the parenting arrangements annually and make adjustments consistent with the child's best interests. All provisions of this Decree shall be interpreted to promote the child's best interests and the cooperative implementation of this order.

23) Final Order. This Decree constitutes the final custody order of the Court and is enforceable under Utah law.

THE COURT'S SIGNATURE MAY APPEAR AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT.

Approved as to Form

/s/ Joshua Lucherini, Esq. _____

Joshua Lucherini, Esq. (16501)

Fair Price Lawyers

Attorney for Respondent

Electronic Signature affixed pursuant to email approval March 23, 2026

/s/ John D. Seegrist _____

John D. Seegrist (61035)

Stillwater Family Law, LLC

LPP for Petitioner

CERTIFICATE OF SERVICE (URCP 5)

I certify that on March 26, 2026, I served a true and correct copy of the foregoing Decree of Custody and Parenting Plan upon the following by the method indicated below:

Joshua Lucherini, Esq. (16501)

Fair Price Lawyers

Attorney for Respondent

Email: info@fairpricelawyers.com

☒ Email

/s/ John D. Seegrist

Stillwater Family Law, LLC

LPP for Petitioner