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**IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the matter of the children of:  
  
SKYLER EMERY MCCRAY  
  
and  
  
JORDI ANN JONES

**DECREE OF PATERNITY**

Case No: 254906202  
Judge: Matthew Bates  
Commissioner: Joanna Sagars

THE ABOVE-ENTITLED MATTER having come before the Court by  
written stipulation of the parties, with the Court having taken all matters  
herein under advisement and being fully advised in the premises, and having  
heretofore entered its Findings of Fact and Conclusions of Law, and for good  
cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED:

1. **Jurisdiction.** The parties are bona fide residents of Salt Lake County,  
State of Utah, and had been for three months immediately prior to the  
filing of this action.
2. **Marriage.** The parties were never married.

3. **Children.** The parties have one minor child together, E.A.M. born July of 2020.
4. **Home State.** Utah is the home state of said minor children pursuant to Utah Code §81-11-201.

#### PARENT TIME

5. **Physical Custody.** The parties are awarded joint physical custody of their child and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree. If they cannot agree, they will use the following schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Father	Father	Mother	Mother	Mother	Mother
Week 2	Mother	Father	Father	Mother	Father	Father	Father
Week 3	Mother	Father	Father	Mother	Mother	Mother	Mother
Week 4	Mother	Father	Father	Mother	Father	Father	Father

6. **Weekend Rotation.** Father's next weekend should be Friday, February 20<sup>th</sup> through Monday, February 23<sup>rd</sup>. Mother's next weekend should be Friday, February 27<sup>th</sup> through Monday, March 1<sup>st</sup>. The weekends shall rotate in like manner for all successive weekends.
7. **Right of First Refusal.** If either party is unable to provide direct care for the child for a period of 8 hours or longer during their parent time, they should contact the other party and give them the first option of taking the child while the first parent is away. The party exercising the

option should provide transportation at the beginning and end of the visit and should return the child as soon as the first parties returns home.

8. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing. When the child has an extracurricular activity that the parties have agreed on, the parent who has parent time should be responsible for providing the transportation.
9. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.
10. **Summer Time.** The parties shall each have two weeks of extended parent-time during the summer, one of which shall be uninterrupted. The Parties shall provide written notification of the dates on which they intend to exercise their extended parent-time on or by May 1st of each year. If notification is not provided timely, the complying parent may determine the schedule for extended parent-

time for the noncomplying parent. If both parties provide notification timely but there is a conflict in the time periods in scheduling, the Father's proposed parent-time shall take precedence in odd numbered years and the Mother's proposed parent-time shall take precedence in even numbered years.

11. **Holidays.** The holidays shall be divided as the parties agree. If the parties are unable to agree, they shall default to the following holiday schedule:

Holiday	Odd Years	Even Years	Time Awarded
Spring Break	Father	Mother	The holiday begins at 6:00 p.m. on the day school dismisses for spring break and ends at 8:00 a.m. on the day following the end of spring break if there is no school.
Memorial Day	Mother	Father	The holiday begins on Friday at any of the following times at the option of the parent exercising the holiday:  (a) 9:00 a.m. if school is not in session and the parent can be

			<p>with the child;</p> <p>(b) the time that school is regularly dismissed; or(c) 6:00 p.m. at the election of the parent granted the holiday.</p> <p>The holiday ends at 8:00 a.m. on the day following Memorial Day if there is no school.</p>
July 4th (Independence Day)	Father	Mother	The holiday begins on July 3rd at 6:00 p.m. and ends at 6:00 p.m. on July 5th
July 24th (Pioneer Day)	Mother	Father	The holiday begins on July 23rd at 6:00 p.m. and ends at 6:00 p.m. on July 25th
Labor Day	Father	Mother	<p>The holiday begins on Friday at any of the following times at the option of the parent exercising the holiday:</p> <p>(a) 9:00 a.m. if school is not in session and the</p>

			<p>parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or(c) 6:00 p.m. at the election of the parent granted the holiday.</p> <p>The holiday ends at 8:00 a.m. on the day following Labor Day if there is no school.</p>
Fall School Break (UEA weekend)	Father	Mother	<p>The holiday begins at 6:00 p.m. on the day school dismisses for fall break and ends at 8:00 a.m. on the day following the end of fall break if there is no school.</p>
Halloween	Mother	Father	<p>The holiday shall be on either October 31st or the day Halloween is traditionally celebrated in the local community and may begin at any of the following times:</p> <p>(a) at the time</p>

			that school is dismissed; or (b) at 4 p.m. if there is no school. The holiday ends at 9 p.m. on the same day the holiday begins.
Thanksgiving	Mother	Father	The holiday begins on the Wednesday before Thanksgiving Day at any of the following times at the option of the parent exercising the holiday: (a) 6:00 p.m.; or(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. The holiday ends at 8:00 a.m. on the Monday following Thanksgiving if there is no school.
First Half of Christmas Break	Father	Mother	The holiday begins at any of the following

			<p>times at the option of the parent exercising the holiday:</p> <p>(a) 6 p.m. on the day on that school dismisses for winter break; or</p> <p>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>The holiday ends on December 27th 7:00 p.m.</p>
Second Half of Christmas Break	Mother	Father	<p>The holiday begins on December 27th 7:00 p.m.</p> <p>The holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>
Day Before or After Child's Birthday	Father	Mother	<p>The holiday begins the day before or the day after the child's birthday</p>



			from 3:00 p.m. to 9:00 p.m., with the parent exercising the birthday electing which day to exercise. (The parent exercising the birthday time may elect to have the other siblings for the designated time)
Day of Child's Birthday	Mother	Father	The holiday begins on child's birthday on actual birthdate beginning at 3 p.m. until 9 p.m.  (The parent exercising the birthday time may elect to have the other siblings for the designated time)
Mother's Day	Mother	Mother	9 a.m. to 7 p.m. on the day of the holiday
Father's Day	Father	Father	9 a.m. to 7 p.m. on the day of the holiday

12. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions,

including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. **Relocation:** Pursuant to *Ross v. Ross*, 2019 UT App 104 (2019), neither parent may move the child 150 or more miles from the residence of the other parent without the filing of a petition to modify and obtaining a court order allowing the relocation to occur.
14. In addition, the parties shall remain within a reasonable distance from the other party so that the joint custody arrangement remains practical and reasonable for both parties.
15. **Legal Custody.** The parties shall have joint legal custody.

#### **PARENTING PLAN**

16. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
17. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.
18. **Major Decisions.** With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to

these matters (i.e. the health, education, or religion of the child, the parties shall adhere to the following dispute resolution procedure:

- i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a major decision pertaining health, education, or religion of the minor child.
- ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
- v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
- vi. Court Review: If the parties still cannot reach an agreement on the issue in dispute, the matter may be presented to the court for a determination as to the best interests of the minor child.

vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

viii. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court.

19. **School Choice.** The child should continue to attend Copper Hills Elementary School and subsequent schools in that pipeline. If Mother relocates outside of the current school district, the parties should decide together where the child will attend school thereafter, following the decision making process described immediately above.

20. **Therapy.** The parties should mutually agree before enrolling the child in therapy.

21. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

22. **Travel.** When the child travels with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
  - b. Destination;
  - c. Places where the children or traveling parent can be reached;  
and, the name and telephone number of an available third  
person who would be knowledgeable of the children's location.
23.       **Communication.** The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another. The parties should use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the minor child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
24.       **Change in Contact Information.** The parties should notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of having knowledge of the change;
25.       **Notice of Illness.** The parties should notify the other parent of injury or illness as soon as reasonably possible involving the minor child;
26.       **Accommodations.** The parties should maintain safe and appropriate sleeping and living accommodations for the minor child. Each party should have adequate clothing for the minor child at his or

her residence, along with other necessities such as diapers and formula;

27. **Homework and School Attendance.** The party with the minor child in his or her care should be responsible for ensuring the minor child's homework is complete and for transporting the minor child to and from school on time;
28. **Caregiver Contact Information.** When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent should be provided to the caregiver. Additionally, the other parent should be provided the name and contact information of the caregiver;
29. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
30. **Corporal Punishment.** Neither party shall use corporal punishment to discipline the child.
31. **Child's Appearance.** The minor child should not have any permanent procedures that alter the child's appearance, such as cosmetic surgery, piercings, tattoos, etc., without mutual consent of both parties, in writing;
32. **Safety.** The parties should keep alcohol, prescription medication, and firearms in a secure location when the minor child is in his or her

care;

33. **Use of Substances.** Both parties should be ordered not to consume any illicit drugs nor consume alcoholic beverages to an excess while caring for or visiting with the minor child, nor consume any illegal drugs or drink alcoholic beverages to excess for a period of not less than twelve (12) hours prior to parent time and prior to driving with the minor child. Both parties should be ordered not to allow third parties to be intoxicated or use illicit drugs while in the presence of the minor 3 child and should be required to remove the minor child from the presence of any such person immediately;
34. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

#### **CHILD SUPPORT AND EXPENSES**

35. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107. The Mother's gross monthly imputed income is \$4,293.47. The Father's gross monthly income is \$6,240.00. Father pays \$621 in child support to another party, not related to this case. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Father's monthly child support obligation should

be \$78 per month.

36. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Parentage and shall be due in equal halves on the first and 15th of each month.
37. **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 children 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 and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.
38. **School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred



expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

39. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code. §81-6-208. Father currently provides said insurance.
- a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.
  - b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
  - c. The parent who incurs medical and dental expenses shall provide

written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.

- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.
- e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

40. **Division of Accounts.** According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

41. **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 children. The payments shall be made to the providers directly when possible, if it is not possible then

reimbursement shall be made within 30 days of the receipt.

42. **Dependency Exemption/Tax Credit.** The parties will alternate claiming the dependency exemption/tax credit for the minor child. Father should claim for odd tax years and Mother should claim for even tax years. The party who owes child support must be current by December 31st of the tax year in question in order to be eligible to claim for that year.

### **PROPERTY AND ASSETS**

43. **Joint Home.** The parties own a home located at 7768 W. Molly Dr., Magna, UT 84044. The parties are in the process of selling the home. When the home is sold, the parties will use the proceeds to pay the closing costs, the realtor fees, retire the mortgage, and pay off the solar panel lien. and any remaining mortgage on the home. Any remaining proceeds will be divided evenly.
44. **Other Assets.** Each party should retain ownership of any other items or assets in their possession, including vehicles, bank accounts, retirement accounts, investments, and items of personal property.
45. **Debts.** With the exception of the mortgage debt and solar panel lien described above, the parties have no shared debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Skyler should be solely responsible for his child support arrears for his other child. Both parties shall hold the other harmless from any penalties associated with such debts.

46. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement this agreement.

**OTHER**

47. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical. In addition, this does not prevent either party from filing a petition to modify prior to attending mediation to address a substantial change of circumstances that may occur.
48. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.
49. **Entry of Decree and Paternity.** A Decree of Paternity is awarded consistent with the forgoing, declaring Petitioner to be the father of the minor children, with said Decree to become absolute and final upon entry by the Court.

**\*JUDICIAL SIGNATURE AND DATE OF ORDER APPEAR ON  
TOP OF FIRST PAGE OF THIS DOCUMENT\***

**APPROVED TO FORM AND CONTENT BY RESPONDENT:**

/s/ David Ostrowski

03/27/2026

*Signed by Andrew Fackrell*

Date

*with permission of Christopher Ault*

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE**

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of 7 days after the order is served, unless a written objection is filed with the Court prior to that time.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served as indicated below, the 27th day of March 2026 to the following:

David Ostrowski	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Facsimile <input type="checkbox"/> To be served <input type="checkbox"/> E-Mail: <input checked="" type="checkbox"/> Court e-file
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/s/ Andrew Fackrell

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