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

In the Matter of the Child of

BRITTANY LOTOMATALA TALAFASI,
Petitioner,
and
ERIK DON ALLRED,
Respondent.

DECREE OF PARENTAGE

Civil No. 264902315

Commissioner Luhn
Judge Patricia Kuendig

The Court, having reviewed the *Findings of Fact and Conclusions of Law for Decree of Parentage*, and being duly informed as to all the facts of the case, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

PATERNITY

1. The parentage petition, which is being brought pursuant to Utah's Uniform Parentage Act (hereinafter "UPA"), Utah Code Annotated ("U.C.A.") §78B-15-101 *et seq.*, concerns the following minor child: J.T., born on January 18, 2023.
2. Parental allegations pertaining to the child:

- a. Petitioner (hereinafter “Brittany” or “Mother”) and Respondent (hereinafter “Erik” or “Father”) have never been married to each other.
- b. Respondent has not been adjudicated as the father.
- c. Respondent is named as the father on the child’s birth certificate.
- d. The child carries Mother’s surname.
- e. On information and belief, both parents voluntarily declare Respondent’s paternity as the natural father of the child.

VENUE

- 3. Venue is proper because the child and both parties have resided and are found in Salt Lake County, Utah.

JURISDICTION

- 4. This Court has subject matter jurisdiction.

RULE 100 INFORMATION- OTHER PROCEEDINGS INVOLVING THE CHILD

- 5. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, Petitioner states upon information and belief, that:
 - a. There are no cases in which either party or the child are a party to or the subject of a petition or order involving child custody, support or parent-time;
 - b. There are no criminal or child welfare/delinquency cases involving either party or the child as a Defendant or Respondent;
 - c. There are no protective order cases involving either party or the child.

PARENTING PLAN

- 6. Mother’s proposed Parenting Plan is filed hereto in good faith.

PHYSICAL AND LEGAL CUSTODY

7. It is in the best interest of the parties' child that Mother be awarded sole legal custody.
8. It is in the best interest of the parties' child that Mother be awarded sole physical custody, subject to Father's reasonable parent time.
9. Respondent's parent-time shall initially be supervised. Supervision shall occur through:
 - a. A professional visitation center; or
 - b. A sober third party approved in writing by the parties.
 - c. Respondent shall be responsible for all costs associated with supervised visitation.
10. No overnight parent-time shall occur until:
 - a. Respondent completes the substance abuse and mental health evaluations;
 - b. Respondent complies with all treatment recommendations; and
 - c. Written proof of such compliance is provided.
11. Upon completion of paragraphs 9-10, parent-time shall be as the parties agree and if the parties cannot agree, the parties should follow the following parent time schedule pursuant to U.C.A. §81-9-302:
 - a. **Regular parent-time:**
 - i. Alternating weekends: on Fridays from 6:00 p.m. (or 9:00 a.m. if school is not in session and Father is available to be with the child), or

from the time the child's school is regularly dismissed, until Sunday at 11:00 a.m.

- ii. Weekday visits: a weekly mid-week visit on Tuesday and Thursday from 7:00 p.m. until 8:30 p.m.

	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
Week 1	MOTHER	FATHER (evening)	MOTHER	FATHER (evening)	FATHER (overnight)	FATHER (overnight)	MOTHER
Week 2	MOTHER	FATHER (evening)	MOTHER	FATHER (evening)	MOTHER	MOTHER	MOTHER

- b. Holiday parent-time:** the parties should exercise holiday parent time as follows:

EVEN YEARS	ODD YEARS	HOLIDAYS AND TIMES
MOTHER	FATHER	MLK Day: beginning at 9:00 a.m. if school is not in session, when school lets out, or 6:00 p.m. on Friday (at the election of the parent entitled to the holiday) until delivering the child to school on the day following MLK Day (or at 8:00 a.m. if school is not in session).
FATHER	MOTHE R	President's Day: beginning at 9:00 a.m. if school is not in session, when school lets out, or 6:00 p.m. on Friday (at the election of the parent entitled to the holiday) until delivering the child to school on the day following President's Day (or at 8:00 a.m. if school is not in session).
MOTHER	FATHER	Spring Break: beginning at 6:00 p.m. on the day school lets out for the holiday until delivering the child to school on the day following the end of Spring Break (or at 8:00 a.m. if school is not in session).
FATHER	MOTHE R	Memorial Day: beginning at 9:00 a.m. if school is not in session, when school lets out, or 6:00 p.m. on Friday (at the election of the parent entitled to the holiday) until delivering the child to school on the day following Memorial Day (or at 8:00 a.m. if school is not in session).
FATHER	MOTHE R	Juneteenth National Freedom Day (June 19): Beginning at 6 p.m. on the day before Juneteenth National Freedom Day, if the day before the holiday is not Father's Day, or 9 a.m. on the Juneteenth Holiday, if the day before the holiday is Father's Day. The holiday ends at 6:00 p.m. on the day following the Juneteenth Holiday

MOTHER	FATHER	July 4: beginning July 3 rd at 6:00 p.m. until 6:00 p.m. on July 5 th .
FATHER	MOTHE R	July 24/Pioneer Day: beginning July 23 rd at 6:00 p.m. until 6:00 p.m. on July 25 th .
MOTHER	FATHER	Labor Day: beginning at 9:00 a.m. if school is not in session, when school lets out, or 6:00 p.m. on Friday (at the election of the parent entitled to the holiday) until delivering the child to school on the day following Labor Day (or at 8:00 a.m. if school is not in session).
FATHER	MOTHE R	Columbus Day: beginning at 6:00 p.m. the day before the holiday until 7:00 p.m. on the day of the holiday
MOTHER	FATHER	Fall Break/U.E.A. Weekend: beginning at 6:00 p.m. on the day school lets out for the holiday until delivering the child to school on the day following the end of Spring Break (or at 8:00 a.m. if school is not in session).
FATHER	MOTHE R	Halloween: on October 31, or the day Halloween is traditionally celebrated in the local community, from after school until 9:00 p.m. if on a school day, or from 4:00 p.m. until 9:00 p.m., if there is no school.
MOTHER	FATHER	Veteran's Day: beginning 6:00 p.m. the day before the holiday until 7:00 p.m. on the day of the holiday
FATHER	MOTHE R	Thanksgiving: beginning at 6:00 p.m. on Wednesday, or when school dismisses for Thanksgiving (at the election of the parent exercising the holiday) until delivering the child to school on the Monday following Thanksgiving (or at 8:00 a.m. if school is not in session).
MOTHER	FATHER	Christmas (first half, including Christmas Eve and Christmas Day): beginning at 6:00 p.m., or when school dismisses for Winter Break (on the day school lets out (at the election of the parent exercising the holiday) continuing until 7:00 p.m. on December 27 th .
FATHER	MOTHE R	Christmas (second half): beginning at 7:00 p.m. on December 27 th until delivering the child to school on the day that school resumes after the Winter Break.
MOTHER	FATHER	Child's birthdays: on the day before or after the actual birthdate, at the election of the parent exercising parent-time, beginning at 3:00 p.m. until 9:00 p.m.
FATHER	MOTHE	Child's birthdays: on the actual birthdate beginning at 3:00 p.m. until

	R	9:00 p.m.
FATHER	FATHER	Father's Day: beginning at 9:00 a.m. until 7:00 p.m.
MOTHER	MOTHE R	Mother's Day: beginning at 9:00 a.m. until 7:00 p.m.

c. **Extended (summer) parent-time:** Both parties should be awarded two (2) weeks of uninterrupted parent-time for family vacations in the summer.

Father should have first choice of his preferred two (2) weeks of uninterrupted summer parent-time in odd-numbered years and Mother should have first choice in even-numbered years. The parties will notify each other of their designated summer parent-time by May 1.

12. Birthdays take precedence over holiday parent-time, except Mother's Day and Father's Day. Holiday parent-time takes precedence over regular and summer parent-time. Changes should not be made to the rotation of regular parent-time after holidays.

13. *Exchanges and transportation.* Mother will provide all pick ups and drop offs the minor child. School-aged children should be exchanged at school and non-school aged children should be exchanged curbside, as applicable. A step-parent, grandparent, or other responsible adult designated by the parent may pick-up the child if the other parent is aware of the identity of that individual.

14. *First right of refusal.* Each parent should have the first option to provide care for the child over any other third party or surrogate provider if the parent responsible for the child are not available for a period of four (4) hours or longer during their custodial or

parent-time, and the other parent is personally available and willing to provide the care and transportation.

15. *Special events.* Special consideration should be given by each parent to make the child available to attend special family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the child, or in the life of either parent, which may inadvertently conflict with the parent-time schedule.

ALLOCATION OF DECISION-MAKING AUTHORITY

16. *Joint legal custody.* Major decisions regarding the child's education, health care, and religious upbringing should be mutually agreed to by both parents. In the event the parties are not able to agree on a major decision, they should consult with third-party experts in the area of disagreement to assist with the decision. If the parties are still unable to agree, and the matter is urgent or time sensitive, Mother should have final decision-making authority subject to Father's right to seek Court intervention if he believes that Mother's decision is not in the best interest of the child.

17. *Emergency decisions.* Each parent should be able to make emergency health or safety decisions affecting the child while in their care.

18. *Day-to-day decisions.* Each parent should be able to make day-to-day, routine decisions concerning the care and control of the child while in their care.

TELEPHONE AND VIRTUAL CONTACT WITH CHILD

19. Both parents are entitled to unmonitored communication with the child at reasonable hours, for a reasonable duration, and at reasonable frequency, while the child is

with the other parent. Virtual parent-time may be used if the equipment is reasonably available. The child should be able to contact either parent at any reasonable time.

EXCHANGE OF INFORMATION BETWEEN PARENTS

20. *Text message and email correspondence.* The parents should communicate with each other directly and primarily regarding all parenting concerns through OurFamilyWizard.

- a. All communication between the parties regarding Jayce shall occur exclusively through the mobile application OurFamilyWizard.
- b. Each party shall maintain a Premium (or higher) subscription;
- c. Each party shall be responsible for their own subscription costs; and
- c. Any approvals, requests, or consents regarding the child shall be made in writing through the application.

21. The parents should telephone each other for emergencies only or, *e.g.*, regarding last-minute logistical parent-time exchange issues.

22. *Notification of change of contact information.* Each parent should provide the other parent with the parent's current address, telephone number, email address, and other virtual parent-time access information within twenty-four (24) hours of any change.

23. *Access to all of child's records.* The non-custodial parent should have direct access to all the child's records, including daycare and medical records. They should be able to obtain this information directly from the healthcare provider, daycare provider, etc. without going through custodial parent or getting that parent's permission.

24. *Immediate notification of medical emergencies.* The parent exercising custodial or parent-time should notify the other parent immediately in the event of a medical emergency involving the child.

25. *Notification of child's events.* The custodial parent should take affirmative steps to notify the non-custodial parent within twenty-four (24) hours of receiving last minute notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the non-custodial parent should be entitled to attend and participate fully. The custodial parent is not obligated to notify the non-custodial parent of reasonably accessible information that they may obtain through their own reasonable efforts.

26. *Travel overnight or out-of-state with the child.* When the child travels with either parent overnight or out-of-state, within twenty-four (24) hours of departure, the traveling parent should provide to the other parent the itinerary of travel dates, destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third party who would be knowledgeable of the child's location.

RELOCATION

27. If either parent relocates more than 150 miles from the residence of the other parent, the relocating parent should provide 60 days' advance written notice to the other parent. The other parent should also be entitled to a hearing to review the notice of relocation and the parent-time schedule pursuant to U.C.A. §81-9-209.

MUTUAL RESTRAINING ORDERS

28. *Derogatory or disparaging remarks.* The parents should not make derogatory or disparaging remarks about or to the other parent at all times, but especially within the hearing of the child. The parents should leave the past in the past to the fullest extent possible. The parents should never act or speak in a way that estranges or diminishes the love and affection of the child toward the other parent, regardless of the real or perceived truthfulness of the allegation. The parents should not allow third parties to do that which they themselves are prohibited from doing. The parents should recognize it is important for the child's emotional well-being that they hold the other parent in high esteem as a parent, or remain respectfully neutral, in their conversations with the child and give the child permission to love the other parent.

29. *Protection of child from adult conflicts.* The parents should not discuss any aspect of these adult proceedings in the presence or hearing of the child or allow any third party to do the same.

30. *Harassment, stalking, threats or abuse.* The parents should not harass, stalk, threaten or abuse the other parent or any other family member or third party associated with the other parent, or allow a third party to do the same.

31. *Social Media.* The parents should not post anything negative about or harass the other party on any social media platforms (i.e. Facebook, Instagram, Snapchat, etc.). The parents should not encourage nor allow third parties to do what they themselves are prohibited from doing.

32. *Civil behavior.* The parents should always be respectful to the other and behave in a respectful manner when encountering each other. The parties shall not name call,

threaten, harass, physically touch or harm, yell at, or intimidate each other at any child exchanges, the child's activities, parent-teacher conferences, school functions, or other intentional or unintentional encounters. The parents should not encourage nor allow third parties to do what they themselves are prohibited from doing.

33. *Child as messenger.* Neither parent should use the child to relay messages to the other parent or to keep "secrets" from the other parent.

34. *"Pumping" child for information about the other parent.* Neither parent should question the child about the other parent's activities, personal relationships, or how the other parent spends his or her time or money.

35. *Introducing significant others to child.* The parents should responsibly delay introducing boyfriends or girlfriends to the child until the relationship status is serious and significant (e.g., after dating more than six months).

36. *Compliance with safety laws.* Each parent should provide adequate supervision while the child is in his or her care, and should obey all safety laws, including traffic laws. Neither parent should operate a motor vehicle without a valid driver license while transporting the child.

37. *Additional Orders:* Respondent shall not smoke, vape, consume alcohol, or use any illegal drugs, including marijuana, under the following circumstances:

- a. In any vehicle in which Jayce is present;
- b. In any home, residence, or enclosed space where Jayce is present;
- c. During any period of parent-time; and

- d. For a defined sobriety period prior to the commencement of any parent-time as determined by the Court.
38. No third-party transportation of Jayce shall occur without prior written consent of Petitioner. Approved drivers shall be limited to the following individuals unless otherwise agreed in writing:
- a. Brittany Talafasi
 - b. Erik Allred
 - c. Paula Wilkins
 - d. Milo Wilkins
 - e. Sapati Talafasi
 - f. Shirley Talafasi
39. Respondent shall submit to random drug and/or alcohol testing under the following conditions:
- a. Testing shall be conducted at a professional, monitored facility capable of ensuring the integrity of the test;
 - b. At-home tests or tests that can be altered or manipulated shall not be permitted;
 - c. Respondent shall be responsible for all costs associated with testing;
 - d. Any missed, refused, delayed, or tampered-with test shall be treated as a failed test; and
 - e. Failed or missed tests shall result in immediate consequences regarding Respondent's parent-time as ordered by the Court.

40. Respondent shall complete the following evaluations and comply with all resulting recommendations:
- a. A substance abuse evaluation conducted by a qualified professional;
 - b. A mental health evaluation conducted by a licensed mental health professional, due to documented concerns regarding suicidal statements and potential self-harm;
 - c. Compliance with all treatment recommendations arising from either evaluation;
 - d. Proof of attendance, participation, and completion of recommended treatment; and
 - e. Ongoing compliance with any prescribed therapy, counseling, treatment programs, or medication.
41. Respondent's parent-time shall follow a graduated plan based upon demonstrated:
- a. Sobriety;
 - b. Mental health stability; and
 - c. Compliance with all treatment recommendations and court-ordered conditions.
42. Respondent's parent-time shall be immediately suspended upon the occurrence of any of the following:
- a. A failed, missed, or refused drug or alcohol test;
 - b. Appearing intoxicated or under the influence during exchanges or parent-time;

c. A mental health crisis, suicidal ideation, or behavior posing a safety risk to the child; or

d. Violation of any sobriety, mental health, or safety conditions ordered by the Court.

43. Parent-time shall not resume until Respondent satisfies all conditions required by the Court. Repeated violations may result in reduced or permanently supervised parent-time. Any missed or forfeited visits shall not be made up.

EDUCATION PLAN

44. The parents should both have access to the child's school records and should be listed as emergency contacts. Both parents should also be authorized to check out the child during their respective parent-time, but only as necessary to avoid undue disruption.

DISPUTE RESOLUTION

45. *Mediation.* Other than *ex parte* motions for emergency orders (*e.g.*, protective orders), orders to show cause, or petitions to modify on financial matters, the parents should make a good faith effort to resolve disputes regarding the *Parentage Decree* using mediation with an agreed-upon in writing mediator sharing equally the costs of mediation before resorting to Court intervention.

END OF PARENTING PLAN

CHILD SUPPORT

46. Child support should be awarded based on the parties' respective gross monthly incomes and overnights, using the joint physical custody worksheet, and consistent with the Utah Uniform Child Support Guidelines (hereinafter "Guidelines").

47. *Income.* Mother is currently employed full time and her average gross monthly income is approximately \$6,142.00. Upon information and belief, Father's monthly income is approximately \$3,465.00. These amounts are subject to disclosures pursuant to Rule 26.1 of the Utah Rules of Civil Procedure.

48. *Guidelines/award.* Father should pay to Mother \$365.00 per month based on the parties' respective actual or imputed gross monthly incomes, using the sole physical custody worksheet with Mother having custody, and consistent with Utah Child Support Guidelines ("Guidelines").

49. *Duration and automatic reduction.* Unless the Court orders otherwise, child support for the child terminates at the time (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

50. *Three-year review and adjustment.* The parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. If the child receives TANF funds at the time an adjustment is sought, the ORS should review the order, and if appropriate, move the court to adjust the amount.

51. *Modification after substantial change in circumstances.* The parties may modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

52. *Administrative child support services.* If at any time Petitioner desires to use the Utah Office of Recovery Services (hereinafter “ORS”) to service and collect child support, she should be entitled to immediate and automatic withholding pursuant.

CHILD TAX CREDIT

53. *Award.* The parties should alternate claiming the child tax credit each year for state and federal tax purposes. Mother should be entitled to claim the child in odd-numbered tax years and Father should be entitled to claim the child in even-numbered tax years.

54. *Current child support obligation.* Each party should be entitled to claim the child tax credit indicated herein so long as he or she is current on their respective child support obligation, including their equal share of childcare expenses, extra-curricular activity and school fees, uninsured medical expenses, and out-of-pocket insurance premiums, by December 31 of any tax year.

55. *Tax benefit.* An exemption should not be awarded to a parent unless the award would result in a tax benefit to that parent.

56. *Necessary forms.* The parties should cooperate in completing and signing any tax forms required by the IRS, that will enable the other party to claim the child as tax credit as indicated herein.

UNINSURED MEDICAL COSTS/OUT-OF-POCKET INSURANCE PREMIUMS- CHILD

57. Uninsured medical costs and out-of-pocket insurance premiums for the child:

a. *Insurance at most reasonable costs.* Whichever parent is able to purchase health and dental insurance at the most affordable cost should be required to maintain medical, hospital and dental care insurance for the dependent child, where available at reasonable cost and the insurance coverage is accessible to the child.

b. *Out-of-pocket costs of insurance premium.* Both parties should share equally the out-of-pocket costs of the premium actually paid by a party for the dependent child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid, calculated by dividing the

premium amount by the number of persons covered under the policy and multiplying that result by the number of children in the instant case.

c. *Uninsured and unreimbursed medical expenses.* Both parties should share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and copayments, incurred for the dependent child and actually paid by a party.

d. *Primary/secondary coverage.* If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent should be secondary coverage for the dependent child.

e. *Step-parent insurance coverage.* If the dependent child is not covered by a 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 should be treated as if it is the plan of the parent and should retain the same designation as the primary or secondary plan of the dependent child.

f. *30-day written verification of payment and cost.* The party who incurs health care expenses should provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment. A party 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. Reimbursement should be made within 30 days of written verification.

g. Exchange of insurance cards and notification of change of coverage. The party ordered to maintain the coverage should provide verification of coverage (*e.g.*, new insurance card) to the other party on or before January 2 each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

CHILDCARE EXPENSES

58. Both parties should share equally all reasonable work-related child care expenses.

a. Written verification of cost and identity of provider and changes. The party who incurs child care expenses should provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses should notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A party incurring and/or paying for child 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 the party incurring and/or paying for the expenses fails to comply with this order.

b. Immediate reimbursement. The party not directly paying for child care should begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

DUTY TO SIGN DOCUMENTS THAT IMPLEMENT PARENTAGE DECREE

59. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their *Parentage Decree*. Should a party fail to execute a document within 60 days of the entry of their *Parentage Decree*, the other party may bring an *Order to Show Cause* at the expense of the disobedient party and ask 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 has the same effect as if executed by the disobedient party.

**[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON
THE UPPER MARGIN OF THE FIRST PAGE PURSUANT TO UTAH STATE
DISTRICT COURT E-FILING STANDARD NO. 4 AND RULE 10(e) OF THE UTAH
RULES OF CIVIL PROCEDURE]**