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IN THE THIRD JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF SALT LAKE
450 State St., Salt Lake City, Utah 84111

In the matter of the child of TEGA F. AINSLIE, Petitioner, and TYLER JAMES ANDERSON, Respondent.	PARENTAGE DECREE Case No. 264900364 Discovery Tier: 4 Judge: Hon. Derek Williams Comm.: Hon. Kim M. Luhn
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Before the Court is the above-captioned matter. The Honorable Derek Williams is the presiding judge. Respondent Tyler Anderson is represented by Joshua R. Lucherini, Esq. Petitioner Tega F. Ainslie is self-represented. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

CHILDREN

1. The parties have conceived, born, or adopted one child together: I.A. (November 2024).

PARENTAGE

2. Tyler and Tega are the legal parents of the foregoing child under Utah's Uniform Parentage Act, U.C.A. § 78B-15-101 *et seq.*

CHILD CUSTODY

3. The parties shall share joint legal custody of the subject child.
4. The parties shall share joint physical custody of the minor child.

PARENTING PLAN

5. The parties shall abide by the following parenting plan:

*****START OF PARENTING PLAN*****

6. Regular and Holiday Parent-Time Schedule: The parties shall follow the parent-time schedule set forth in Utah Code § 81-9-305, with Tega designated as the custodial parent for purposes of interpreting and applying the holiday parent-time schedule. Notwithstanding the foregoing, the parties shall exercise parent time on a week-on, week-off basis, with exchanges occurring each Monday.
7. If the parent who receives the first half of Winter Break is not traveling, the other parent may have parent time with the child for up to 3 hours on Christmas Eve Day or Christmas Day.
8. If Easter does not fall within Spring Break, the parent who is awarded Spring Break that year will also have the child beginning at 6:00 p.m. on Saturday through 7:00 pm Easter Sunday.
9. Extended Summer Parent-Time Schedule: For extended summer parent-time, the parties shall notify each other prior to April 1st each year as to when they want to exercise their extended

summer parent-time. Tyler shall have first pick during even years, and Tega shall have first pick during odd years.

10. Parent-Time Exchanges: Unless otherwise agreed, the parties shall exchange the child at school and daycare when possible. If school or daycare are not in session, exchanges shall occur on Monday at 7:00 pm with the parent who is starting their parent time picking up the child. All exchanges will be curbside (when age appropriate) and until curbside is possible, the parties will treat one another with respect and only discuss logistics during the exchange.

11. Decision-Making Authority: Day-to-day and emergency decisions involving the children shall be made by the parent who is with the children at that time. If the parties disagree on a significant decision regarding the child, e.g., education, healthcare, and religious upbringing, they shall first seek the advice of an appropriate professional, such as a pediatrician, teacher, counselor, or other qualified expert. If, after consulting with the professional, the parties remain unable to reach an agreement, they shall participate in mediation, with the mediator's fees divided equally between them. If the dispute remains unresolved following mediation, neither party shall have presumptive final decision-making authority, and either party may file a motion with the Court requesting that the Court decide the issue.

12. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the child, including disputes regarding e.g., education, healthcare, and religious upbringing. Upon request, both parties shall cooperate to schedule the mediation within a reasonable time; shall participate in mediation in good faith; and shall pay equal shares of the mediator's fees. If the parties cannot agree on which mediator to use, then Utah Dispute

Resolution shall be used. If after mediation the matter is still unresolved, either party may request that the court decide the matter. Utah Dispute Resolution is a low-cost alternative. They usually have good availability as well. To learn more, visit <https://www.utahdisputeresolution.org> or call (801) 532-4841.

13. Virtual Parent-Time: Each party shall have the right to contact the child by phone at reasonable times and for reasonable lengths as agreed. The parties shall not censor, unreasonably monitor, and/or interfere with the child's communications with the other parent. The parties shall encourage the child to participate in said phone calls. If the parties cannot agree, then a phone call may take place once between 8 a.m. and 8 p.m. This call will not be unreasonably denied by the residing parent, as long as it does not conflict with existing plans, scheduled events, or interfere with the child's customary routine, thereby causing emotional discomfort.

14. Surrogate Care Providers: Each parent shall provide all surrogate providers, e.g., daycare providers, with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

15. Right of First Refusal: The parties agree that if a parent is not available to care for the child for an overnight period, they will offer the first right to care for the child to the other parent. Grandparents of the child are not considered surrogates under this provision. The parent who exercises the first right to care is responsible for all transportation of the child and must return the child as soon as the other parent becomes available.

16. Car Seats and Booster Seats: The child shall be secured in a restraint device, such as a car seat or a booster seat, in compliance with U.C.A. § 41-6a-1803, while being transported in any motor vehicle capable of installation of said device, e.g., any passenger car, truck or sport utility vehicle.
17. Overnight and Out-of-State Travel: For emergency purposes, whenever a child travels with either parent overnight or out-of-state, all the following will be provided to the other parent:
- a. an itinerary of travel dates;
 - b. destinations;
 - c. places where the child or traveling parent can be reached; and
 - d. the name and telephone number of an available third person who would be knowledgeable of the child's location.
18. Our Family Wizard: The parties shall communicate primarily through Our Family Wizard and each parent shall pay for their own subscriptions to the service.
19. Mutual Restraining Orders: Regarding child custody, child support, parent-time and co-parenting matters:
- a. Communications between the parties regarding child custody, child support, parent-time and co-parenting matters must be civil and respectful.
 - b. The parties must not discuss this case or make negative or harmful remarks about each other in the presence of the subject minor child; must not allow other people to do so; and must remove the child from a situation in which someone persists in doing so.

*****END OF PARENTING PLAN*****

BEST INTERESTS OF THE CHILDREN

20. The custody and parent time requested herein is in the best interests of the child considering, *inter alia*, the factors listed in U.C.A. § 81-9-204.

CHILD SUPPORT

21. A child support order pursuant to the guidelines set forth in the Utah Child Support Act is requested.

22. Tyler is employed. Tyler's gross monthly income is \$11,437.

23. Tyler's base child support amount using the sole custody calculation is \$371.00 per month.

24. Tega is employed. Tega's gross monthly income is \$3,000.

25. A Child Support Worksheet has been filed herein.

26. Tyler should be ordered to pay \$371.00 per month for temporary child support.

27. The amount of child support requested is consistent with the guidelines.

28. Pursuant to U.C.A. § 81-6-201 through 214, the parties shall abide by the following statutory requirements concerning the payment of child support:

- a. Support for each child terminates at the time 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.

- b. Support for each child terminates at the time the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 80-7-102.
- c. Child support payments shall begin the month immediately following the entry of the order for child support.
- d. Unless the parties agree to payment directly from the obligor to the obligee, the party entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

- e. Any Office of Recovery Service fee shall be paid by the payor of child support. If the payee is the ORS applicant and the fee is withheld by ORS from payments to the payee, the payor shall reimburse the payee for the fee.
- f. The issue of child support arrearages may be determined by further judicial or administrative process.
- g. Each of the parties is under mutual obligation to notify the other party within thirty (30) days of any change in monthly income.
- h. The party seeking to claim the child on their taxes for a given tax year must be current on their child support obligations by December 31st of that tax year.

CHILDCARE EXPENSES

- 29. The parents will each provide and pay for the child's daycare during their parent time.

CHILD HEALTHCARE EXPENSES

- 30. Tyler shall reimburse Tega for his one-half share of the child's health insurance premiums that she paid from January 2026 through June 2026. Tega shall provide Tyler with documentation verifying the amount of his one-half share before reimbursement is required. Upon receipt of such documentation, Tyler shall have 30 days to make the reimbursement payment.

- 31. Pursuant to U.C.A. § 781-6-208, the parties shall abide by following statutory requirements concerning the payment of child healthcare expenses:

- a. Both parents must ensure that health insurance is maintained for the subject minor child when available at reasonable cost.

- b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for a subject minor child's portion of the insurance.
- c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, therapy, counseling, and dental expenses, including deductibles, co-insurance and co-payments, incurred for the subject minor child and actually paid by a party.
- d. The party who incurs healthcare expenses shall provide written verification of the cost and payment of those healthcare expenses to the other party within 30 days of payment.
- e. A party incurring healthcare 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.
- f. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and the Office of Recovery Services, if ORS is providing collection services, within 30 days of any change of coverage.
- g. If, at any point in time, a subject minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Tyler shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Tega shall be secondary coverage for the minor child.
- h. If the child is double covered, there will be no reimbursement from either parent, each parent will pay their own premiums.

- i. If a parent remarries and the minor child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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 child.

TAX EXEMPTIONS, DEDUCTIONS & CREDITS FOR DEPENDENT CHILDREN

32. Tega shall have the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor child in every year.
33. Tega shall pay Tyler ½ of the child tax credit for each tax year within 7 days of receiving her tax refund.
34. For the 2026 tax year, Tega shall pay Tyler \$729.00 as his share of the child tax credit for 2026.

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

Approved by:

Dated:

/s/

Tega F. Ainslie

Representing Tega F. Ainslie

Signed by Joshua Lucherini with permission of Tega F. Ainslie.

RULE 7(j)(4) NOTICE

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I certify that I served this Order on the following person(s) by the method, at the address, and on the date indicated below:

Person's Name: Tega F. Ainslie (Petitioner)

Service Method: Email

Service Address: tega.ainslie@gmail.com

Service Date: July 16, 2026

Dated: July 16, 2026.

/s/ Joshua Lucherini
Joshua Lucherini, Esq.