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THIRD JUDICIAL DISTRICT – SALT LAKE COUNTY DISTRICT COURT

SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE CHILDREN OF:

LISE SIVA KOLOAMATANGI,

Petitioner,

and

RICHARD PALEMANI LEAEA,

Respondent.

**DECREE OF PARENTAGE AND
CUSTODY**

Civil No. 254906813

Judge Derek Williams

Commissioner Renee Blocher

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Parentage and Custody. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on July 15, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement* finding said Agreement fair, equitable and in the best interests of the parties, and otherwise being fully advised in the premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a resident of Salt Lake County, State of Utah. Respondent is a resident of Salt Lake County, State of Utah.
2. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-11-201.

PROVISIONS RELATING TO THE CHILDREN OF THE PARTIES

3. There are three (3) minor children born as issue of this marriage to wit: **[M.M.L. DOB 7/24/17; A.M.L. DOB 7/6/21; and S.V.P.L. DOB 12/2/22]**.
4. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

PROVISIONS RELATING TO THE UNIFORM CHILDREN CUSTODY JURISDICTION AND ENFORCEMENT ACT

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 et seq. in that:
 - a. Utah is the home state of the minor children at the time of commencement of this proceeding.
 - b. Pursuant to Utah Code Annotated § 78B-13-209, said minor children currently reside in Salt Lake County.
 - c. The parties do not know of any person, not a party to these proceedings who has physical custody of the child or who claims rights of legal custody or

physical custody of, child support or visitation/parent time rights with respect to the children.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

6. **Joint Legal Custody:** The parties are awarded joint legal custody of the minor children.
7. **Decision-Making:**
 - a. Day-to-Day Decision Making: Each parent has authority to make day-to-day decisions concerning the minor children while they are in the care of that parent. Each parent also has authority to make emergency decisions concerning the minor children when in the care of that parent. Parties shall notify the other of any emergencies immediately.
 - b. Major Decisions: The parties shall make joint decisions for all major decisions for the minor children, including but not limited to, the children's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide:
 - i. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement.
 - ii. If they are unable to come to an agreement they shall then discuss the matter with relevant professionals in the area of decision, such as a doctor, counselor, etc.

- iii. If after discussion with a relevant professional the parties are still unable to come to a joint decision the parties shall attend mediation to try and resolve the issue.
 - iv. If they are unable to come to an agreement in mediation then the parties may seek court intervention.
8. **School:** The minor children shall remain in their current schools or feeder schools until the oldest minor child reaches the age to enter into middle school. At which point the parties shall return to mediation to decide if she shall remain in the same feeder schools or go elsewhere.
9. **Physical Custody and Parent-Time:** The parties shall have joint physical custody with an equal parent-time schedule pursuant to Utah Code Ann. 81-9-305. Because Petitioner has not had regular parent-time with the minor children since approximately December 2025, the Court implements the following gradual ramp-up schedule:
- a. On each of July 25, 2026 and July 26, 2026 Petitioner shall have a 3-4 hour visit.
 - b. On August 8, 2026 Petitioner shall have an overnight visit starting at 9:00 AM and ending on Sunday August 9, 2026 at 7:00 PM. Petitioner shall have the same visit the following weekend starting August 15, 2026 into August 16, 2026.

- c. Beginning the weekend of August 28, 2026 Petitioner shall have parent-time pursuant to Utah Code Ann. 81-9-302 for two (2) months.
 - d. Beginning the weekend of October 23, 2026 Petitioner shall have parent-time pursuant to Utah Code Ann. 81-9-303 for two (2) months.
 - e. Beginning on the weekend December 18, 2026 the parties shall have parent-time pursuant to Utah Code Ann. 81-9-305 with a week-on week-off schedule. Exchanges shall take place on Sundays at 7:00 PM.
10. **Parent-Time Exchanges:** Exchanges shall be as the parties agree. If they do not agree they shall be curbside with the receiving parent providing transportation.
11. **Summer/Extended Parent Time:** The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. § 81-9-305 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.
12. **Holidays:** The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. § 81-9-305 if they cannot agree, with Petitioner being designated as the custodial parent.

Even Years	Odd Years	Holiday and Time
Mom	Dad	Martin Luther King Jr. Holiday Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.

Dad	Mom	President's Day Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends: (a) upon delivering the 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.
Mom	Dad	Spring Break Holiday begins at the time that school dismisses for spring break. Holiday ends: (a) upon delivering the 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.
Dad	Mom	Memorial Day Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 at 7 p.m. on Memorial Day.
Dad	Mom	Juneteenth National Freedom Day Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mom	Dad	July 4 Holiday begins July 3 at 6 p.m. Holiday ends July 5 at 6 p.m.
Dad	Mom	July 24 Holiday begins July 23 at 6 p.m. Holiday ends July 25 at 6 p.m.
Mom	Dad	Labor Day Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends:

		(a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. On the following Labor Day if there is no school.
Dad	Mom	Columbus Day Holiday begins at 6 p.m. on the day before Columbus Day. Holiday ends at 7 p.m. on Columbus Day.
Mom	Dad	Fall Break Holiday begins at 6 p.m. on the day school dismissed for fall break. Holiday ends (a) upon delivering the 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.
Dad	Mom	Halloween Holiday begins on October 31 st or the day Halloween is traditionally celebrated in the local community: (a) at the time school is dismissed; or (b) at 4 p.m. if there is no school. Holiday ends at 9 p.m. the same day the holiday begins.
Mom	Dad	Veteran's Day Holiday begins at 6 p.m. on the day before Veterans Day. Holiday ends at 7 p.m. on Veterans Day.
Dad	Mom	Thanksgiving Holiday begins 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. Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Mom	Dad	First Half of Winter Break, including Christmas Eve and Christmas Day Holiday begins at: (a) 6 p.m.; 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. Holiday ends on December 27 th at 7 p.m.
Dad	Mom	Second Half of Winter Break Holiday begins on December 27 th at 7 p.m. Holiday ends upon delivering the child to school on the day that school resumes after the winter break.
Mom	Dad	The day before or after child's birthday Holiday begins at 3 p.m. Holiday ends at 9 p.m.
Dad	Mom	Child's actual birthday Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

Dad	Dad	Father's Day Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.
Mom	Mom	Mother's Day Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.

13. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. § 81-9-305 the following advisory guidelines in Utah Code Ann. § 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.
14. Each parent shall give special consideration to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
15. A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time.
16. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.
17. **Travel:** For emergency purposes, whenever the minor children travel with a parent, the parent shall provide the following information to the other parent:
- a. An itinerary of travel dates;
 - b. Destinations;

- c. Places where the minor children or traveling parent can be reached; and
 - d. The name and telephone number of an available third person who would be knowledgeable of the minor children's location.
18. **Notice Regarding Illnesses:** The parties shall notify one another of any illness that the children have while in their home for parenting time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental or mental health professionals.
19. **Sharing of Information:** The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another aware of what is happening in the children's lives.
20. **Reasonable Contact:** Neither parent shall interfere with or restrict the children's reasonable communication with the other parent during that parent's custodial time. Petitioner shall purchase a mobile phone for the oldest minor child M.M.L. and pay the monthly service fees.
21. **Extracurricular Activities:** The parties shall equally share the costs of all extracurricular activities for the minor children that are agreed upon in writing. If a parent wishes to enroll the children in an extracurricular activity that the other parent doesn't agree to, the proposing parent shall be 100% responsible for the cost of that activity. Both parents shall be able to participate in the extracurricular activities even if they do not assist in paying for them.

22. Each parent shall independently provide for the children's basic needs during their custodial time, including clothing, food, hygiene items, and a safe, appropriate and clean living environment. Each parent is solely responsible for maintaining sufficient supplies and necessities within their own household to meet the children's day-to-day needs without reliance on the other parent.
23. Each parent shall provide and maintain an adequate supply of clothing and personal items at their residence. The children shall not be required to transport essential items between households except as reasonably necessary for school, activities, or personal comfort.
24. Neither parent shall prohibit or restrict the children from bringing personal belongings or clothing between households, consistent with the children's preferences. However, any items originating from one household shall remain the property of that household, and either parent may request the return of such items from the other parent within a reasonable time. The children shall not be involved in or subjected to any pressure, conflict, or responsibility related to the exchange or return of these items.
25. Each parent shall provide an appropriate sleeping arrangement for each child during their custodial time, including a separate, non-shared bed for each child. At no time shall a child be required to share a bed with another person. This is intended to ensure the children's safety, proper rest, privacy, and overall well-being.

26. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

27. Petitioner is employed and her gross monthly income is \$3,347 for purposes of calculating child support.
28. Respondent is employed and his gross monthly income is \$5,545 for purposes of calculating child support.
29. Petitioner owes \$4,557 in child support arrears for January 2026 through July 2026.
30. In order to reimburse Respondent for these arrearages, beginning January 2027 Respondent shall be ordered to pay child support in the amount of \$199 per month to Petitioner for the minor children of the parties under a joint custody worksheet pursuant to the Uniform Children Support Guidelines until such children reach 18 years of age, or has graduated from high school during the children's normal and expected years of graduation, whichever occurs later.
31. Respondent shall also be reimbursed for these arrearages in the form of allowing Respondent to claim the minor children for tax years 2026, 2027, and claiming two (2) of the minor children for tax year 2028. *See Paragraph 40.*

PROVISIONS RELATING TO HEALTH INSURANCE

32. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.
33. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be considered the primary coverage for the children, and the health, hospital, or dental insurance plan of Petitioner shall be considered the secondary coverage for the children.
34. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. A 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.
35. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.
36. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of a dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier,

- premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.
37. Each 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 shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
38. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

39. Each party shall pay for and arrange their own daycare and surrogate care needed on their parent-time with no contribution from the other parent.

PROVISIONS RELATING TO TAXES

40. Respondent shall claim all the minor children as dependents for federal and state tax purposes for tax years 2026 and 2027. Starting with tax year 2028 and all even-numbered tax years thereafter, Respondent will claim the two (2) oldest minor children as dependents for federal and state tax purposes and Petitioner shall claim the youngest minor child. On odd-numbered tax years Petitioner shall claim the two (2) oldest minor children as dependents for federal and state tax purposes and Respondent shall claim the youngest minor child.
41. Once the oldest child reaches the age of majority each party shall claim one (1) minor child as a dependent for federal and state tax purposes.
42. Once there is only one (1) minor child the parties shall alternate claiming the minor child for federal and state tax purposes.

ATTORNEY'S FEES

43. Both parties shall pay their own attorney's fees.

MUTUAL RESTRAINING ORDERS

44. The parties shall be restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited

- to, excessive unsolicited phone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence or employment.
45. The parties shall be prohibited from disparaging or talking negatively about the other parent or from discussing this legal case with, or within earshot, of the parties' minor child and are to instruct third parties to also be so restrained. The child shall not be used as a messenger.

MISCELLANEOUS PROVISIONS

46. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Parentage and Custody entered by the Court.

SO ORDERED

COURT SIGNATURE AT TOP

Approved as to Form:

/s/ Travis Robertson
Travis Robertson
Attorney for Respondent
(Signed with permission granted
via email on August 12, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of August, 2026, the office of Daniel L. Heaps electronically filed the foregoing **DECREE OF PARENTAGE AND CUSTODY** with the Clerk of the Court using the ECF system and sending automatic notification to the following:

Travis Robertson
Attorney for Respondent

/s/ Daniel L. Heaps