



JACLYN J. ROBERTSON (11951)
ERICA A. LEWIS (18631)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 297-8545
EMAIL: elewis@jrlawgroup.com

Attorneys for Rhylee Brown, Petitioner

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

In the matter of the children of

RHYLEE CHRISTINE BROWN,
Petitioner,

and

COLTON WILLIAM BLACK,
Respondent.

This is a private document – Tier 4

**DECREE for PARENTAGE, CUSTODY,
PARENT TIME AND CHILD SUPPORT**

Case No: 264903702

Judge: Kara Pettit

Commissioner: Michelle Blomquist

The Petitioner, RHYLEE CHRISTINE BROWN, by and through counsel, Erica A. Lewis, and the Respondent, COLTON WILLIAM BLACK, a *pro se* party, have entered into a written Stipulation resolving all outstanding case issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its *Findings of Fact and Conclusions of Law*, hereby ORDERS AS FOLLOWS:

CUSTODY, PARENT TIME, AND PARENTING PLAN

1. Rhylee shall be awarded sole physical and sole legal custody.
2. Colton shall be awarded parent time as the parties may agree. If no agreement can be reached, Colton shall exercise parent time in accordance with Utah Code Ann. §81-9-302 after the following ramp-up schedule:
 - a. Colton shall have the option of day-time visits (no overnights) every other weekend on Saturday from 8:15 am until 7:00 pm and Sunday at 8:15 am to 5:30 pm, and every Wednesday from 5:00 pm until 7:00 pm. He shall notify Rhylee of his intent to exercise his time at least 48 hours prior to his time beginning.
 - b. Once the youngest child, (K.B.) reaches three years old, Colton shall have the option of one overnight every other weekend. His time shall begin on Friday at 6:00 pm and end on Saturday at 6:00 pm. He shall continue to have the option of one midweek visit every Wednesday from 5:00 pm until 7:00 pm, and shall continue to notify of his intent to exercise his parent time at least 48 hours prior to his time beginning.
 - c. Once Colton has had both children overnight (one) night every other week, for 6 consecutive months, he shall have the option of (two) consecutive overnights every other weekend, with his time beginning at 6:00 pm on Friday and ending at 7:00 pm on Sunday. He shall continue to have the option of (one) midweek visit every Wednesday from 5:30 pm until 7:30 pm, and is obligated to continue to notify of his intent to exercise his parent time at least 48 hours prior to his time beginning.

d. For summer, the above schedule shall continue, and the parties shall cooperate to accommodate requests for extra parent time for vacation.

e. The holidays shall be as follows:

<u>Holiday</u>	<u>Time</u>	<u>Odd Years</u>	<u>Even Years</u>
July 4th	12pm July 4 To 12pm July 5	Colton	Rhylee
July 24th	12pm July 24 To 12pm July 25	Rhylee	Colton
Thanksgiving	9am until 7pm	Rhylee	Colton
Christmas	4pm Dec 24 until 7pm Dec 25.	Colton	Rhylee
Father's Day	9am to 7pm	Colton	Colton
Mother's Day	9am to 7pm	Rhylee	Rhylee
Child's Birthday	9am to 7pm	Colton	Rhylee
Day Adjacent to Child's Birthday	9am to 7pm	Rhylee	Colton

i. The parent with the adjacent day has the option of choosing if they want the day before or the day after the actual birthday.

ii. All other holidays not listed above shall not alter the regular parent time schedule.

f. Once the youngest child (K.B.) reaches 5 years old, the parties shall exercise parent time as they agree, and if they don't agree, in accordance with 81-9-302 (except for Holidays) with Rhylee as the custodial parent. Colton shall have the option to exercise parent time as follows:

i. Every other weekend from school dismissal (or 5:30 pm if there is no school) on Friday through 8:30 pm on Sunday.

- ii. Every Wednesday from school dismissal (or 5:30 pm if there is no school) on through 8:30 pm.
- iii. For summer extended time, Colton shall be entitled to up to four weeks of parent-time with the minor children when school is not in session for summer break, beginning at 8:00 a.m. on the first day and ending at 8:30 p.m. on the last day.
- iv. Two weeks of the summer extended time may be uninterrupted parent time for Colton; and two weeks may be interrupted by Rhylee for a weekday visit on Wednesdays from 5:30 pm to 8:30 pm. The two (two-week) periods may be divided into two separate 14-day periods that are not consecutive.
- v. Rhylee shall be entitled to uninterrupted parent time with the minor children for two weeks when school is not in session for summer break, beginning at 8:00 a.m. on the first day and ending at 8:30 pm on the last day. Rhylee's summer extended time shall be consecutive.
- vi. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent time for summer break.
 - (i) In odd-numbered years Colton shall provide notice to the Rhylee by May 1; and Rhylee shall provide notice to Colton by May 15.
 - (ii) In even-numbered years Rhylee shall provide notice to Colton by May 1; and Colton shall provide notice to Rhylee by May 15.
- vii. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.

viii. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

ix. If Rhylee intends to exercise her mid-week visit during Colton's (interrupted) two-week extended summer parent time, she shall provide notification to Colton of her intent to interrupt the parent time within 10 days after the day on which she receives notification of Colton's plans for the exercise of his two-week interrupted extended parent time.

3. Holiday time: Beginning the January after the youngest child turns 5 years old, Holidays shall be as follows:

<u>Holiday</u>	<u>Time</u>	<u>Odd Years</u>	<u>Even Years</u>
July 4th	12 pm July 4 To 12 pm July 5	Colton	Rhylee
July 24th	12 pm July 24 To 12 pm July 25	Rhylee	Colton
Thanksgiving	Wednesday 9 am until Sunday 7 pm	Rhylee	Colton
Christmas	Dec 24 at 9 am to Dec 26 at 9 am	Colton	Rhylee
Father's Day	9 am to 7 pm	Colton	Colton
Mother's Day	9 am to 7 pm	Rhylee	Rhylee
Child's Birthday	9 am to 7 pm	Colton	Rhylee
Day Adjacent to Child's Birthday	9 am to 7 pm	Rhylee	Colton

4. The relinquishing parent shall provide transportation.

5. When either parent travels overnight out of state, they shall notify the other parent of the destination, expected travel dates, flight numbers (if applicable), and lodging. Notification shall be given at least one week prior to departure (if known).
6. The parties shall be cordial and polite during parent-time exchanges.
7. Neither parent time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
8. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
9. 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.
10. Each parent shall take care to accommodate the children's specific needs, including dietary requirements and restrictions, allergies, and schedules. Each parent shall ensure adequate food and supplies are accessible by the children when the children are in their care. Each parent shall ensure each child has an adequate and safe place to sleep while in their care.

CHILD SUPPORT

11. Child Support shall be calculated on a sole custody worksheet in accordance with the Utah Child Support Guidelines. Rhylee works part time as a server making \$2.13 per hour plus tips. Rhylee's expected average gross monthly income is \$930 per month. Colton's gross monthly income is \$7,076.00, which includes his base salary of \$32 per hour, plus overtime

regularly and historically worked, plus earned interest. Based on the sole custody child support worksheet, Colton's child support obligation is \$1,277.00 per month.

a. Child support shall begin August 1, 2026, and shall be paid in full by the first of each month, in the month the support payment is due (e.g., for January 2027, due on or before January 1, 2027).

b. Child support shall continue until (1) each child reaches eighteen (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) a child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. Absent a material and substantial change in circumstances, child support shall be recalculated pursuant to the same custody worksheet as detailed in the final Decree.

d. The parties are entitled to mandatory income withholding relief, pursuant to Utah Code Ann. §26B-9 parts 2 and 3. Any Federal and/or State tax refunds or rebates due to Colton may be intercepted and applied to arrearages. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Colton.

e. Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

TAX RELATED ISSUES

12. The parties shall each be entitled to claim one minor child as a dependency exemption for State and Federal income tax purposes each and every year. When only one child

remains, they shall alternate years claiming that child.

13. If Colton claims a minor child, he must be current on all his child support expenses prior to the end of the tax year.

MEDICAL EXPENSES

14. The party able to obtain the best coverage at a reasonable cost shall carry medical and dental insurance for the minor children up through the age of 26 years old (so long as it is available through a party's insurance). The parties shall be equally responsible (and shall split the cost) for all premiums paid for their children so long as the children remain on the policy. Any adult child under age 26 may be removed from the policy if both parties elect and agree in writing to do so.

15. Each parent shall share equally the out-of-pocket costs of the premium 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.

16. A party shall provide verification of coverage to the other parent or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 10 of each calendar year. The party carrying the insurance shall notify the other parent or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that party first knew or will have known of the change.

17. 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 plan of Rhylee shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Colton shall be secondary coverage for the dependent children unless agreed otherwise. 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.
18. The parties shall be equally responsible for all reasonable and necessary uninsured medical, dental, vision and orthodontic expenses, including deductibles and co-payments, incurred for the minor children.
19. If a party incurs medical, dental, vision and orthodontic expenses for the children they shall provide written verification of the cost and payment of the expenses to Colton within 30 days of having made the payment, and the other shall reimburse the cost within 30 days of receiving the request. If it is possible to set up separate accounts for each party (to avoid the need for reimbursement), the parties shall cooperate in doing so.

CHILD-RELATED EXPENSES

20. Both parties shall share equally all work-, career- or education-related childcare expenses (including after school care or summer camps). The parties shall also share equally the costs associated with the minor children's extra-curricular activities and school-related fees and costs. Both parties shall pay their one-half share directly to the provider, school or program for and on behalf of the children if allowed. If separate accounts are allowed, the

parties shall cooperate in setting up the separate accounts. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment and the reimbursing parent shall pay their share within 10 days of receiving the email.

RESTRAINING ORDERS AND MISCELLANEOUS

21. Communication between the parties shall occur in person, telephonically, by text messages, or emails with regard to parent time or other issues concerning the minor children, so long as the communication occurs in a courteous and respectful manner.

22. Both parties shall be restrained from threatening, harassing, bothering or harming the other party at their respective homes or future place of employment.

23. The parties shall be restrained from making derogatory or disparaging remarks about the other party in the presence of the minor child.

24. The custody and parent-time arrangements herein are in the best interests of the minor child.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 24th day of August 2026.

**e-signed by Erica Lewis with permission
from Colton Black**

/s/ Colton William Black
COLTON WILLIAM BLACK
Pro se Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Decree was served by being emailed on the 21st day of August 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

COLTON WILLIAM BLACK
Pro se Respondent
mrcoltonwblack@gmail.com

JR LAW GROUP, PLLC

/s/ *Erica A. Lewis*

ERICA A. LEWIS
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of August 2026, I caused a true and correct copy of the foregoing *Decree* to be sent to the following by the method indicated below:

E-MAIL:
COLTON WILLIAM BLACK
Pro se Respondent
mrcoltonwblack@gmail.com

JR LAW GROUP, PLLC

/s/ Meili Bell

MEILI BELL

Paralegal for JR Law Group