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IN THE THIRD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

In the matter of the child of: FARTUN ABDIRASHID OMAR, Petitioner, and ABDIFETAH ABUBAKAR ABDULKADER, Respondent.	ORDER OF CUSTODY AND SUPPORT Case No. 224906932 Judge Patrick Corum Commissioner Kim M Luhn
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

JURISDICTION AND VENUE

1. Fartun currently lives in Salt Lake County, Utah.
1. The parties were never married to each other but have one minor child together, who lives in Salt Lake County, Utah.
2. Utah has "home state" jurisdiction pursuant to U.C.A. § 78B-13-201 in that Utah was the home state in the six months prior to the commencement of these proceedings.
3. As such, jurisdiction and venue are appropriately established in Salt Lake County, Utah.

4. Abdifetah is the legal father of the child.

MINOR CHILD

1. <u>Child:</u>	2. <u>Date of Birth:</u>
3. FAA	4. April 8, 2017

5.

6. PHYSICAL AND LEGAL CUSTODY

5. The parties are fit and proper parents. Fartun shall be awarded the sole physical custody of the minor child. Abdifetah's parent time shall be set forth pursuant to Utah Code §81-9-209, as Abdifetah lives in Iowa. Should the parties ever be located within 150 miles from one another, Abdifetah's parent time shall shift to Utah Code §81-9-302. Living within 150 miles from one another shall also establish a substantial and material change in circumstances, providing grounds for a modification of the physical custody and/or parent time schedule of the minor child.

6. Parties should be awarded joint legal custody of the minor child. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their child. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be based upon mutual agreement of the parties. Should the parties not agree, Fartun shall have final decision making authority, subject to Abdifetah's right to bring the issue before the court for further determination. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

7. Regarding educational decisions, Fartun shall be considered the residential parent for purposes of determining where the child attends school.

7.

PARENTING PLAN

8. Unless otherwise agreed upon, the receiving parent will provide transportation of the child.

9. Subject to any applicable pending court orders, the parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes the date of the exchange.

10. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact should be at reasonable hours and for reasonable duration.

11. When the child travels with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the child's location.

12. Neither party shall relocate the minor child out of the country without the prior written consent of the other party or a court order.

13. The parties shall take affirmative steps to share school activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs extracurricular activities, and any sporting events their child may be involved in.

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

15. The parties shall not make disparaging remarks to one another, or to each other's significant other, or to their child about one another, or about each other's significant other, in the child's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using, possessing, or being in the presence of drugs or drinking to intoxication, whether the parties are using or not using, during parent time. Both parties are mutually restrained from harassing or threatening the other party.

16. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate 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 impractical.

17. Each party shall be ordered to assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon, in writing, extracurricular activities that the minor child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

18. The parties should abide by U.C.A. § 81-6-208. Each parent shall equally share the out-of-pocket cost of the premium actually paid by either parent for the child's portion of insurance based on the per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children (1) in the instant case.

19. The parties shall share equally all reasonable, necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. The party who incurs medical or dental expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will 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 should be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor child as indicated. If, at any point in time, the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and health, hospital, or dental insurance plan of Respondent shall be the secondary coverage for the dependent child. If either parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent child.

20. The parties should adopt U.C.A. § 81-6-209, and each parent shall share reasonable work-related childcare expenses for the minor child.

21. The parties shall alternate years claiming the child as a dependent on their tax return. Fartun shall be permitted to claim the child on even numbered tax years. Abdifetah shall be permitted to claim the child on odd numbered tax years.

CHILD SUPPORT

22. Child Support shall be calculated as according to Utah Code Ann. §81-6-201 et seq.

23. Fartun is employed and earns a gross monthly income of \$1,743.00.

24. Abdifetah is employed and earns a gross monthly income of \$2,540.00.

25. Abdifetah shall pay child support to Fartun in the amount of \$361.00 per month.

26. Unless the Court orders otherwise, 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 date 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.

27. The child support is payable one-half on the 5th day of each month, and the other half on the 20th of each month.

MISCELLANEOUS PROVISION

28. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Order of Custody and Support.

8. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

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19. **Approved as to form:**
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21. /s/ **Phil Uipi**
22. Phil Uipi
23. *Attorney for Petitioner*
24. (Approved via 09/16/2026 email)

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's Attorney, Preston B. Day, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on September 16, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Phil Uipi
philuipi@gmail.com
Attorney for Petitioner

/s/ Preston B. Day
Preston B. Day
Attorney for Respondent