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

In the Matter of the Children of:

SAVANNAH SMITH,

Petitioner,

and

THOMAS CLAY JENSEN,

Respondent.

DECREE OF PARENTAGE

Civil No. 254905780

Judge: Stephen Nelson

Commissioner: Michelle Blomquist

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

INFORMATION ABOUT THE CASE

1. Two (2) children have been born or adopted as issue of this relationship, namely: L.B.J., born January 2020, and N.B.J., born June 2023

2. The Petitioner is the biological and legal mother of the minor children, and the Respondent is the biological and legal father of the minor children.

STATE ASSISTANCE

3. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

CUSTODY AND PARENT-TIME

Legal Custody

4. The parties shall share joint legal custody of the minor children pursuant to the Parenting Plan herein.

Physical Custody

5. Petitioner shall be awarded sole physical custody of the children. Parent-time shall be as the parties can agree. If the parties cannot agree, Respondent shall exercise parent-time every other weekend, beginning Friday at 3:00 pm and ending at 3:00 pm Sunday.

6. Drop-offs and pick-ups shall occur as the parties agree in writing. If the parties are unable to agree, they shall meet at a location halfway between their residences for exchanges. The parties currently meet in Riverdale, Utah, and shall continue to do so unless otherwise agreed in writing. If either party relocates, the parties shall work together to determine a new halfway point.

PARENTING PLAN

Verification

7. Pursuant to Utah Code Ann. § 81-9-203 this parenting plan is submitted in good faith.

Relocation

8. Pursuant to Utah Code § 81-9-209, if either party relocates more than 150 miles away from their current residence or out of state, then the relocating party shall comply with the notice requirements in Utah Code § 81-9-209.

Right of First Refusal

9. Each parent will have the first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and transportation. The parent offering the right of first refusal shall notify the other parent as soon as it is known that such care will be necessary. If such request is not responded to within forty-eight (48) hours, the right of first refusal is deemed waived. Sleepovers requested by the children when the parent is available shall not trigger the right of first refusal, but only when surrogate care is required.

Travel

10. The parties agree to inform each other of plans to travel with the children for more than two (2) nights and will do so as soon as the travel is planned, but in no circumstances later than fourteen (14) days prior to the travel beginning. For emergency purposes, whenever the minor children travel with a parent, the parent shall provide the following information to the other parent: an itinerary of travel dates; destinations; places where the minor children or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor children's location.

Holidays and Summer Parent-Time

11. Holiday and summer parent-time shall be as the parties agree in writing. If the parties do not agree on a holiday and summer parent-time schedule, they shall follow the holiday and summer parent-time schedule outlined in Utah Code 81-9-302.

12. For the sole purpose of following the state guidelines for holiday parent-time and for avoidance of doubt, Respondent shall be considered the noncustodial parent when following the state holiday guideline calendar.

Special Events

13. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent, which may inadvertently conflict with the visitation schedule.

Extra-Curriculars

14. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurriculars activities that the minor children may be involved in. The parties agree to make their best effort to allow the children to enjoy activities they are interested as long as there is prior and mutual consent from both parties, and each is financially able to contribute to these expenses.

15. The parties shall cooperate, when possible, with the provider to establish a method of payment so that each party may pay his or her fifty percent (50%) share directly to the extracurricular provider. If direct payment is not available, and one party is required to pay the

full amount, reimbursement shall be made to the parent paying the expense within thirty (30) days of each occurrence. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of receiving the verification of incurred expenses.

16. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time, and the enrolling parent shall pay the full cost.

School Expenses

17. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any necessary out-of-pocket school expenses (i.e. registration, books, required fees, etc.) incurred during the time leading up to and including high school. The parties shall cooperate, when possible, with the school to establish a method of payment so that each party may pay his or her fifty percent (50%) share directly to the school or provider. If direct payment by each party is not available the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those expense invoices, bills, receipts, and/or verification. The parties will use their best efforts to discuss any costs prior to any expenditures.

Virtual Parent-Time

18. Clay shall have virtual parent-time with the minor children every Tuesday and Thursday at 6:00 p.m. for a duration of ten (10) minutes through Our Family Wizard. If Clay is unable to exercise virtual parent-time at the scheduled time, he shall notify Savannah as soon as reasonably

practicable, and the parties may agree to an alternative time; otherwise, that day's virtual parent-time shall be deemed waived. Virtual parent-time shall be conducted through Our Family Wizard.

19. The children's request to call a parent shall be reasonably accommodated.

20. If a parent buys a cell phone for the children to use, the children shall always be able to use this phone to contact that parent or emergency services. Either parent may restrict the phone's use for discipline purposes but must provide a reasonable alternative means of contact so that the other parent's virtual parent-time or the children's access to emergency services are not restricted.

Decisions Regarding Raising the Children

21. The parties shall share joint legal custody and attempt to work together to make major decisions for the children. However, if the parties cannot agree, the parties shall discuss the significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. However, if the parties cannot agree, the parties shall defer to professionals on the matter. If they still cannot agree, they shall attend mediation. If the parties still cannot reach a mutual decision, Petitioner shall make the decision subject to Respondent's right to seek the Court's review.

Respect, Cooperation, and Parenting

22. Both parents shall encourage affection and promote respect toward the other parent.

23. The parents shall be absolutely restrained from harassing, stalking, abusing, or demeaning the other parent.

24. The parents shall be restrained from discussing this case, support, or any other adult topics within range of the children.

25. Neither parent may do anything that places the children's physical, mental, or emotional wellbeing and health at risk.

School

26. Petitioner shall be considered the residential parent for school selection purposes.

27. Both parents shall be listed as contacts at the school, and both shall have full access to all school records and portals.

Contact Information and Records

28. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses, and any other important contact information, including how to be reached in the event of an emergency.

Childcare Expenses

29. Pursuant to U.C.A. 81-6-209 the parties shall equally share any reasonable work-related childcare expenses. Reimbursement shall be made to the parent paying the childcare expense within thirty (30) days of each occurrence. The party incurring the childcare out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of receiving the verification of incurred expenses.

Sobriety Requirements

30. Clay shall abstain from the consumption of alcohol and from the use of any illegal or non-prescribed controlled substances during his parent-time and for a period of twenty-four (24) hours immediately preceding the commencement of his parent-time.

31. Clay shall remain enrolled in and maintain continuous alcohol monitoring through a reputable provider, such as Soberlink or BACtrack, or a comparable program agreed upon by the parties. Clay shall ensure that Savannah has real-time access to all testing results directly through the monitoring provider, including notifications of compliant, missed, refused, or failed tests.

32. Since January of 2026, Clay has voluntarily submitted to alcohol testing at Savannah's request. Clay agrees to continue this voluntary alcohol testing until January 1, 2027. Thereafter, if Savannah wishes for the alcohol testing to continue for 18 months, then she shall be solely responsible for the cost of said testing. In the event of a positive alcohol test, the testing period will restart and commence for an additional period of one (1) year as of the date of the positive test. Unless otherwise agreed by the parties in writing, testing shall occur as follows:

- a. One (1) test within one (1) hour prior to the commencement of parent-time;
- b. One (1) test each evening between 7:00 p.m. and 9:00 p.m. during any overnight parent-time, and;
- c. One (1) test within one (1) hour prior to any parent-time exchange in which Clay is transporting the children.

33. If Clay misses a test or receives a non-compliant result for any reason other than a positive test, he shall retest within an hour. If the missed or non-compliant test is timely resolved pursuant to the monitoring program's protocol and the retest is compliant, then no penalty shall apply.

34. If Clay misses a scheduled test and the missed test is not resolved pursuant to the established protocol, Clay's testing period of one (1) year shall restart as of the date of the unresolved test.

35. If Clay misses consecutive required tests and does not promptly submit to a subsequent test with a compliant (negative) result, his parent-time shall be suspended until he provides consecutive compliant tests equal in number to the missed tests. For example, if Clay misses two (2) consecutive tests, he must provide two (2) consecutive complaint tests before parent-time may resume.

36. If Clay provides a non-compliant (positive) test result, his parent-time shall be immediately suspended, and he shall forfeit that scheduled period of parent-time. In such event, Savannah may seek appropriate relief from the Court, including but not limited to a request for supervised parent-time or other orders as the Court deems appropriate.

37. The parties shall make good-faith efforts to work cooperatively and exercise reasonable flexibility in circumstances where Clay is temporarily unable to complete a scheduled test due to lack of cellular service or other similar, unavoidable circumstances. If Clay anticipates missing a test, he shall provide prompt notice to Savannah and the parties shall communicate promptly and establish a mutually agreed-upon accountability plan to address the possibility of missed or delayed tests.

38. The parties may mutually agree to modify the testing times, procedures, or related restraints set forth herein due to changes in work schedules, the minor children's schedules, or other reasonable circumstances. Any such modification shall be valid only if agreed to by both parties in writing prior to implementation. Absent a written agreement, the terms of the Stipulation shall remain in full force and effect.

Our Family Wizard

39. The parties shall communicate regarding matters involving the minor children through Our Family Wizard or a comparable co-parenting application. Each party shall be responsible for the cost of his or her own subscription. Communication shall be limited to matters concerning the minor children. Neither party shall use the application, or any other form of communication, to disparage, demean, or harass the other party.

40. The parties may communicate by telephone or other more direct means for emergencies or time-sensitive issues related to the minor children.

Children Related Information

41. Each parent shall be independently responsible for regularly monitoring and reviewing Our Family Wizard, any shared calendars, email, school communication platforms, childcare applications, medical portals, extracurricular registration platforms and schedules, and any other mutually accessible communication platform relating to the children. Each parent shall exercise reasonable diligence in remaining informed regarding the children's schedules, school events, medical appointments, extracurricular activities, academic progress, and other child-related matters that are available through such platforms

42. Neither parent shall be required to provide duplicate notice, reminders, or follow-up communications regarding information that is reasonably available to both parents through these platforms. A parent's failure to review or monitor such information shall not constitute a basis for alleging that the other parent failed to communicate or provide notice.

CHILD SUPPORT

43. Pursuant to Utah Code § 78B-12-202 et seq. it is reasonable and proper that Respondent pay Petitioner child support. Child support shall be ordered in the amount of \$812 per month, commencing January 1, 2026.

a. Petitioner is employed full-time and earns a gross monthly income of \$9,484.46. Respondent agrees to be imputed to an income of \$5,667 per month. In accordance with Utah Code 81-6-203 and the sole custody worksheet, Respondent shall pay child support to Petitioner in the amount of \$812.00 per month.

b. Respondent has not paid child support since December 2025 and is therefore in arrears in the amount of \$5,684. Respondent shall pay an additional amount of \$270.00 per month toward the arrears, in addition to the ongoing child support obligation, until paid in full.

c. Unless the Court orders otherwise, support for a 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 in accordance with Utah Code § 78A-6-801 et seq.

d. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month shall be considered delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month shall be delinquent on the 21st day of the month.

e. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), 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 will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services until such time as the noncustodial 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 shall be sent elsewhere. If mandatory income withholding is 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. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party requesting income withholding.

f. Under Utah Code § 78B-12-210(8), the parties shall have a right to adjust the 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. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an

adjustment is sought, the Office of Recovery Services will review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code § 78B-12-210(7) and (9), the parties shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results 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 is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children 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.

HEALTH INSURANCE AND MEDICAL EXPENSES

44. Petitioner currently maintains health and dental insurance for the children. The parents shall divide equally the cost of the premiums for the children's portion of the health insurance. Petitioner shall provide proof of the premium amounts within fourteen (14) days of a request to do so. Premiums shall be divided on a per capita basis. The parent not maintaining coverage shall pay his or her one-half share of the children's insurance premium on or before the 5th day of each month. If the parents ever choose to double cover the children, they shall each pay their own premiums.

- a. Each parent shall share equally any reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and which are not paid by a medical insurance carrier.
- b. The 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 will remit payment within 30 days of receipt of the verification.
- c. The parent ordered to maintain insurance shall provide written verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each year, if there is a change in the previous coverage or provider.
- d. 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 Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. 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.

TAXES

45. So long as Respondent is current on all child support and has paid his share of all child-related expenses due during the applicable tax year by December 31 of that year, Respondent shall be entitled to claim L.B.J. as a dependent for federal and state income tax purposes each year, and

Petitioner shall be entitled to claim N.B.J. each year. If only one (1) child remains eligible to be claimed as a dependent, the parties shall alternate claiming that child in alternating tax years, with Respondent claiming the child in odd-numbered years and Petitioner claiming the child in even-numbered years, provided Respondent is current on all child support and child-related expenses as of December 31 of the applicable tax year. If Respondent is not current on his child support or child-related expense obligations by December 31 of the applicable tax year, Petitioner shall be entitled to claim all eligible children as dependents for that tax year.

MEDIATION

46. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party agrees to attend the mediation and to participate in good faith; and mediation may be conducted virtually. If the parties are unable to agree upon a mediator, the party requesting mediation shall arrange for a mediator through the Administrative Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. A dispute may not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. Orders to Enforce and emergency requests may be filed without mediation if mediation is not practical given the time restraints.

EXECUTING DOCUMENTS

47. The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the signing of the Stipulation, the other party may bring an order to show cause at the expense of the disobedient party and seek 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 shall have the same effect as if executed by the disobedient party. The Court shall order attorney fees and costs for the compliant party.

COOPERATION

48. The parties shall cooperate with the other, through counsel or otherwise, to carry out and implement the provisions of the Stipulation, including but not limited to provisions regarding parent-time, child support, health insurance, shared child-related expenses, communication, and any sobriety or related requirements. The parties shall further cooperate in all respects necessary or proper to ensure that the Court's orders are carried out fully and in good faith. Failure to comply or cooperate with the terms of the Stipulation or subsequent Decree may constitute contempt of court, and the Court may order appropriate remedies, including but not limited to attorney fees, fines, damages, interest, and incarceration, as permitted by law.

ATTORNEY FEES

49. Each party shall pay their own attorney fees through the signing of the Stipulation and reasonable paperwork to finalize the case. In addition, the prevailing party to an action for breach of a term of the Stipulation or order shall be entitled to his or her attorney fees and costs.

FINALIZATION OF THE CASE

50. The parties shall work together cooperatively via email to finalize the parentage case. They will follow the timelines in UTAH R. CIV. P. 7(j) in presenting proposed drafts and approving them and filing them with the Court for ratification if no response is received.

—END OF DOCUMENT—

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge but instead displays an

electronic signature at the upper margin of the first page of the order once signed.

APPROVED AS TO FORM AND CONTENT:

Kelly J. Smith

Attorney for Respondent

*The proposed Decree of Parentage and Findings of Fact and Conclusions of Law were provided to Mr. Smith for approval as to form on August 19, 2026. Pursuant to the parties' Stipulation, which incorporates Rule 7(j) of the Utah Rules of Civil Procedure, the time to object or propose revisions has expired. Mr. Smith did not respond, and no further waiting period is required.

CERTIFICATE OF SERVICE

I hereby certify that on this the 19th day of August 2026, I delivered a true and correct copy of the foregoing **DECREE OF PARENTAGE** to the following:

Kelly J. Smith kjs@oh-pc.com <i>Attorney for Respondent</i>	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Filing E-Mail
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/s/ McKaela Dangerfield

MCKAELA DANGERFIELD

Attorney for Savannah Smith