The Order of the Court is stated below:
Dated: October 09, 2026 03:04:09 PM **/s/** TODD M. OLSEN
District Court Judge

Brian A. Taylor (13377)
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IN THE THIRD JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR SALT LAKE COUNTY – SALT LAKE DEPARTMENT

IN THE MATTER OF THE CHILD OF:	**DECREE OF CUSTODY**
KACI ALLRED and ALEXANDER EDWIN SUAREZ,	Case No. 264902377 Judge: Todd M. Olsen Commissioner: Renee Blocher

The parties having prepared and filed a signed Stipulated Settlement Agreement ("Stipulation") for the entry of a final Decree of Custody in the above captioned matter; and the Court having reviewed the written Stipulation of the parties; and the Court having reviewed the record in the case and the supporting evidence filed with the Clerk of the Court; and the Court having previously entered its Findings of Facts and Conclusions of Law, and for good cause appearing; it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. It is in the best interest of the minor child that Kaci be awarded sole physical and

legal custody of the minor child subject to Alexander's parent time as outlined below.

PARENT TIME SCHEDULE

2. While Alexander's is on probation in his criminal case, parent time shall be conducted with "line-of-sight" supervision and exclude overnights. Supervision may be done by Kaci Allred, Sandi Allred, Kelly Dally or Anthony Dally or any other mutually agreed up on third party.

3. Beginning September 24, 2026, Alexander may have telephonic/virtual communication with the minor child. This parent time will be as the parties can agree. If they cannot agree then the parent time will be on Tuesday, Thursday and Saturday at 4:00p.m.

4. Beginning Monday October 19, 2026, Alexander will have in-person parent time with the minor child and supervisor. The parent time will take place on Monday's unless agreed upon in writing by the parties for a different date. This parent time will be for a maximum of two hours, and the parties will work together to schedule a time based on supervisor availability.

5. Beginning Monday November 16, 2026, Alexander will have in-person parent time two days a week. The two days each week will be as the parties can agree and upon availability of a supervisor. If they cannot agree parent time will be on Monday and Thursday and will be for a maximum of two hours.

6. Once Alexander is no longer on probation the parties may return to mediation to reevaluate the parent time schedule.

7. Holiday parent time: Holiday parent time will be as the parties agree.

8. Each parent shall make day-to-day decisions concerning the minor child while in the care of such parent. However, significant issues (major medical decisions, education, religious upbringing, etc.) shall be decided by Kaci.

9. Kaci shall notify Alexander within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored. Alexander may attend and participate in these functions in accordance with the terms of his probation.

10. Either parent shall immediately notify the other parent in the event of a medical emergency.

11. 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.

12. A parent shall immediately notify the other parent if the parent resides with an individual or provides an individual with access to the minor child and the parents that the individual is required to register as a sex offender, a kidnap offender, child abuse offender or other crimes listed under Utah Code Ann. § 81-9-202(18)

MUTUAL RESTRAINING ORDER

13. Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of the child; speaking to the child about

the issues in this case; attempting to influence the child's preference regarding custody or visitation; or attempting to diminish the love and affection of the child for the other parent. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

14. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest. The parties shall not bad mouth the other parents to professionals, coaches, friends' parents, teachers or others who work with the child.

15. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

16. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations or shall remove the child from such circumstances.

CHILD SUPPORT

17. Kaci is currently employed at Ashley Furniture making $24.91 per hour

working 40 hours per week. Kaci makes $4,318.00 per month for child support purposes

18. Alexander is currently employed at Quantem Aviation Service LLC making $22.00 per hour working 40 hours per week. Alexander makes $3,813.00 per month for child support purposes.

19. Pursuant to the Sole Custody Child Support Worksheet, Alexander shall pay the sum of at least $434.00 per month in child support to Kaci.

a. Child support shall commence with the month of January 2026 shall be payable half on the 5th and half on the 20th of each month.

b. Child support for the child shall continue until the month that each child becomes 18 years of age, or until the month of the child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of Utah Code Ann. § 81-6-101.

c. Pursuant to Utah Code Ann. § 81-6-202 (1) and (2), the parties have a right to modify the base 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,

(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.

20. Alexander has support arrears of $3,906.00 from January through September 2026. Alexander will pay $50 a month towards these arrears beginning October 1, 2026.

21. Child support for the child shall continue until the month that each child becomes 18 years of age, or until the month of the child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of Utah Code Ann. § 81-6-101.

22. Taxes. Beginning in 2025 and going forward, Kaci shall be entitled to claim the minor child for income tax purposes.

23. Communication. The parties shall communicate directly with each other in writing (email, text, etc.) regarding issues with the minor child.

24. Communication shall be civil in nature and urgent communications shall be responded to as quickly as possible.

25. Special Events. Special consideration shall 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 visitation schedule.

CHILD EXPENSES

26. In accordance with Utah Code Ann. § 81-6-208, insurance for the medical and dental expenses of the minor child shall be provided by the party who can obtain the best coverage, if it's available at reasonable cost. Both parents shall maintain health care coverage for the medical expenses of their minor child as defined by Utah Code Ann. § 81-6-208. A determination shall be made if a policy is available through a group insurance policy and/or the preference of the custodial parent.

27. If at any time the child is covered by the insurance plans of both parents, Kaci's plan shall be designated as primary coverage, and Alexander's plan shall be secondary coverage for the child.

28. If a parent remarries and their dependent child are not covered by their insurance but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation for primary or secondary insurance as described above. If the court or an administrative agency must determine which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

a. Reasonableness of the cost.

b. Availability of a group insurance policy.

c. Coverage of the policy; and

d. Preference of the custodial parent.

29. The party who carries the insurance on the child shall provide verification of coverage to the other parent or to the Office of Recovery Services under Title IV of the

Social Security Act, § 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party shall notify the other parent or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. § 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of the change.

30. Medical Insurance Premiums. In accordance with Utah Code Ann. § 81-6-208 (3)(d) both parties shall equally share the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor child of the parties. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

31. Out-of-Pocket Medical Expenses. Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties minor child, including, but not limited to out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

32. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor child shall provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code Ann. § 81-6-208(e).

33. Notice to Medical/Dental Expense Creditors. Pursuant to Utah Code Ann. § 15-4-6.7, Utah Code Ann. § 81-3-105, and Utah Code Ann. § 81-4-405, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. § 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 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.

a. Each party shall send a copy of the Decree of Paternity to the creditor of the medical or dental expenses of the minor child.

b. Notify the creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code Ann. § 70C-7-107 or a 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 that parent under the order.

34. Additional Costs. The parties shall split the costs of extracurricular activities for the child that are mutually agreed upon in writing. In the event that both parties do not agree on the activity, the parent that puts the child in the activity pays the full fee and will be the parent making special accommodations if it in fact interferes with the other parties' parent time.

35. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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 school expense invoices, bills, receipts, and/or verification.

ATTORNEYS FEES

36. Each party shall pay their own fees and costs in this matter.

MISCELLANEOUS

37. If either party fails to comply with or violates an order of the Court, then the violating party shall be ordered to pay all attorney fees necessary in bringing and prosecuting an enforcement or contempt action.

38. The Magic the Gathering cards that were gifted to the minor child by Alexander will remain in Kaci's possession. Neither party will sell or otherwise dispose of them without the written consent of the other party.

Approved as to form by:

<u>/s/ Alexander Suarez</u>	
ALEXANDER SUAREZ (*Electronically signed by Brian A. Taylor with written permission of Alexander Suarez)*	

THIS DECREE OF CUSTODY WILL BECOME EFFECTIVE UPON THE COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF PAGE ONE

<u>CERTIFICATE OF SERVICE</u>

On the 5th day of October 2026, I hereby certify that I caused the foregoing **Decree of Paternity** to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Alexander Suarez alexsuarez2694@gmail.com	(X) Email

	/s/ Brian A. Taylor
	Brian A. Taylor