The Order of the Court is stated below:
Dated: October 16, 2026 10:01:10 AM **/s/** JOEL FERRE
District Court Judge

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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 PATERNITY**
KATRYL PENMAN	Case No. 264903023
and	Honorable Judge: Joel Ferre
JADZEEA TAGGART	Commissioner: Kim Luhn

This matter came before this Honorable Court on Petitioner, Katryl Penman's *Petition for Paternity* for the Court to make *Findings of Fact and Conclusions of Law*; and with good cause appearing it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISIDICTION

1. Katryl is a resident of Salt Lake, State of Utah, and has been for the three (3) months immediately prior to the commencement of this action.

2. Jadzeea is a resident of Salt Lake, State of Utah, and has been for the three (3) months immediately prior to the commencement of this action.

3. During their relationship, the parties resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code Ann. § 81-4-405.

4. The parties have two (2) minor children born as issue of their relationship, to wit: G.P. born 9/2023 and S.P. born 12/2024.

5. Katryl is the biological and legal father of the minor children named above.

6. Jadzeea is the biological and legal mother of the minor children named above.

7. Katryl is listed as the father on the minor children's birth certificate, and he shall be adjudicated the legal father of the minor child.

8. Pursuant to Utah Code § 78B-13-102(7), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code § 78B-13- 201(1), in that the children have lived in Utah with a parent for at least six (6) consecutive months immediately prior to the commencement of this action.

MINOR CHILDREN

9. Neither party is receiving any public assistance for the benefit of the dependent children.

10. Pursuant to Utah Rule of Civil Procedure 100(a), Katryl states upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

11. Legal Custody: The parties shall be awarded joint legal custody of the minor children.

12. Physical Custody: Katryl is a fit and proper parent, and it is in the best interests

of the parties' minor children that Katryl be awarded sole physical custody of the minor children.

a. Katryl shall exercise parent time Mondays and Tuesdays, and Jazdeea shall exercise parent time Wednesdays and Thursdays.

b. The parties will alternate weekends, beginning at 8:00 a.m. on Fridays and ending at 8:00 a.m. on Monday. The parties shall begin alternating weekends beginning with Katryl's weekend at the first weekend after entry of a Decree of Parentage.

c. The parties shall follow the holiday and extended time provisions as set forth in Utah Code § 81-9-305, and further the holiday schedules as laid in Utah Code §§ 81-9-302 and 81-9-304 as applicable based on the age of the children.

13. Holiday Schedule:

Holiday	Holiday Time Period	Years MOTHER (Noncustodial) is Granted Holiday	Years FATHER (Custodial parent) is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the	Even years	Odd years

	minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day.		
Spring Break	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the Friday of the weekend of Mother’s Day (2) Holiday ends on Mother's Day at 7:30 p.m.	MOTHER	MOTHER
Father's Day	(1) Holiday begins at 5:30 p.m. on the Friday of the weekend of Father's Day (2) Holiday ends on Father's Day at 7:30 p.m.	FATHER	FATHER
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Even years	Odd years

Labor Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at 5:30 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Odd years	Even years

14. Virtual Parent-Time: Both parents shall allow the minor child unmonitored phone access to the other parent for a reasonable duration and at reasonable hours as is practical for the children's age.

PARENTING PLAN

15. In accordance with the provisions of Utah Code Ann. § 81-9-203, Katryl and Jadzeea hereby submit the following Parenting Plan:

16. Emergency Medical Decisions: The parent who has the children at the time suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall immediately notify the other parent of the emergency via phone call, and then text as applicable. Both parents shall be allowed in any room where the child is being held during a medical stay, regardless of the parent time schedule set forth herein.

17. Each of the parties shall facilitate, assist, and promote the administration of medication or other therapeutic regimens for the children as prescribed by a doctor or medical professional. Should the parties disagree on a regimen for care for the children, they shall refer to the advice of an agreed-upon medical professional.

18. The parties shall attempt to come to an agreement on the professionals involving the children such as health care providers, dentists, teachers, mentors, tutors, and coaches. Should the parties not be able to agree otherwise, Katryl shall pick three options and send them to Jadzeea, and Jadzeea will pick from the three within seven (7) days.

19. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding the children's care.

20. The parties shall focus their attention on conversations about the children rather than each other. The parties shall encourage the children to understand that differences in parenting styles and households occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental to the children's development.

21. Should the children complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become allies with the children against the other parent. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the child.

22. Neither party shall have final decision-making authority regarding major decisions regarding the minor children, including but not limited to the children's present and future physical care, support, education, health care, and religious upbringing.

23. In the event that a party disagrees with the other, they may request that the parties submit the matter to mediation or some other mutually agreed upon third party to assist them in resolving the conflict before presenting the matter to the court for resolution.

24. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation unless both parents agree in writing on a different method of dispute resolution, which may include mediation,

arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision, and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

25. The parents shall exchange information with each other in a timely manner concerning the children's health, education, and welfare, especially in events that may greatly impact the child's health, education, and welfare.

26. Both parties shall be entitled to full access to all educational, medical, religious, mental health, counseling, dental, optical, and other records of any type pertaining to the children, but should there be any problem, each parent shall be required to execute a release to allow the other parent full access to the records of the children.

27. Both parties shall be ordered to provide the other party with the name, address, and telephone number of every educational institution the children attend, including daycare and preschools, and each party shall be entitled to any school records and reports concerning the children. The parties shall be ordered to execute any releases required to release such information to the other parent. Each parent shall be fully entitled to participate in, be notified of, and attend any educational, religious, or other such activities or special occasions in which the children are participating or involved.

28. Each shall be entitled to any reports that may be issued to the parents of the children from any school or similar institution. Each parent shall be entitled to attend all school events, including parent-teacher conferences, P.T.A. meetings, and the like, and

participate fully as the children's parent.

29. Each parent shall notify the other party on a timely basis of the time, place, and nature of any special events, religious ceremonies, educational activities, and the like in which the children are involved.

30. Both parents shall be listed as parties to contact in the event of any emergencies on all forms, and either parent may authorize treatment for any emergency care required for the minor child.

31. Both parents shall have the right to confer with any teacher, other educational personnel, or health care provider about the children without the prior consent of the other parent.

32. The parties shall cooperate to minimize the disruption of the children's attendance at school and other activities, the children's daily routine, and children’s association with friends. However, this shall not be used as an excuse to thwart or interfere unreasonably with the rights of either parent.

33. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the children and the other parent and to promote emotions of affection, love, and respect between the children and the other parent. Each parent shall refrain from words or conduct and shall discourage other persons from uttering words or engaging in conduct which would tend to estrange the children from the other parent, to damage the opinion of the children as to the other parent, or which would impair the natural development of the children’s love and respect for the other parent.

34. Neither parent will encourage the children to change their primary residence or encourage the children to believe it is their choice to do so. Neither parent will ask the children to make decisions or requests involving the residential schedule. Neither parent will discuss the residential schedule with the children except for plans that both parents have already agreed to in advance.

35. Neither parent will discuss with or inform the children of the status of child support payments or other legal matters regarding the parents' relationship.

36. Neither parent will make major changes in the child's physical appearance without first working out an agreement with the other parent to do so. This extends to cosmetic surgery, ear piercing, body piercing, tattoos, major alterations of hairstyle, etc.

37. Parental bonding with the children by both parents is critical, and the parties shall take every reasonable step to assist in this end.

38. Each party shall be enjoined from doing anything that may estrange or alienate the children from the other parent or hamper the free and natural development of the children's love and respect for the other parent. At no time shall either party speak, write, or portray anything inflammatory, derogatory, embarrassing, disparaging, or otherwise hurtful about the other parent in the presence of the children, nor shall they permit such conduct by third persons in the presence of the children.

39. Each party shall be permanently restrained from harming, threatening, molesting, intimidating, or harassing the other party, from destroying or taking any property belonging to the other party, and from speaking in a derogatory, disparaging, or slanderous manner to third persons in such a way that it will adversely affect the

business, employment, or general reputation in the community of the other party.

40. Drugs and Alcohol: The parties shall be restrained from consuming alcohol, illegal drugs or non-prescribed prescription drugs or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor child is in their care or immediately prior to parent-time. If either party is found to be abusing drugs or alcohol during parent-time, it shall be considered grounds for immediate removal of the children, as well as modification to the Court's orders.

a. Katryl shall be permitted to administer a breathalyzer test or otherwise call the non-emergency line to administer a breathalyzer test, to Jazdeea immediately before parent time to ensure that Jazdeea is sober during her time. This provision shall only be used for a period of 5 times, after which the parties shall only use proper use of the police and emergency services to ensure the safety of the children where there is a reasonable concern.

41. Address and Phone Number: The parties shall keep each other informed of their address and telephone number at all times.

CHILD SUPPORT

42. Child Support: Katryl is employed full-time and earns a gross monthly income of $5,300 for purposes of calculating child support. Jadzeea is currently employed and earns a gross monthly income of $2,748 per month. A joint custody worksheet shall be used to determine the amount of child support, with Katryl being awarded 183 overnights, and Jazdeea being awarded 182 overnights. Based on the joint custody

worksheet, Katryl will be required to pay Jadeeza $216 in child support.

a. The child support will be paid until (1) the minor children reaches the age of majority or graduate high school in the 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 emancipated in accordance with Utah Code 80-7-105.

b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. 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 payers.

d. Child support will be paid in two increments each month, half on the 5th and half on the 20th of each month.

43. **Medical Insurance Coverage**: The party with the best coverage shall be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

44. If at any time the children are covered by the insurance plans of both parents, Katryl's plan shall be designated as primary coverage and Jadzeea's plan

shall be secondary coverage for the child. *Utah Code 81-6-208(3)(c)*.

45. If a parent remarries and their dependent children 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.

46. 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.

47. The party who carries the insurance on the children 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 children, 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. Sec. 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.

48. Medical Insurance Premiums: In accordance with Utah Code 81-6-208(3)(d), both parties shall share equally the out-of-pocket costs of the premium actually

paid by a parent for the children's portion of the insurance. The children'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 children of the parties. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

49. 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 children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children'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 children and actually paid by either parent.

50. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children 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.

51. Notice to Medical/Dental Expense Creditors: Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 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 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 particular medical or dental expense of the minor child;

b. Notify the particular 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 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.

52. Childcare: Each party shall be responsible and liable for one-half of the reasonable work-related childcare costs actually incurred each month. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner pursuant to Utah Code Ann. § 81-6-209. If a family member is providing childcare, then it shall be presumed that those services are being provided free of charge. The parties shall provide written verification of the cost and identity of the childcare provider to the other party and shall promptly notify the other party of any changes.

53. Taxes: Katryl shall be permitted to claim the eldest child for tax purposes every year, and Jadzeea shall be permitted to claim the youngest child until the eldest child's ineligibility. When the eldest child is no longer eligible for to claim the child tax credit, Katryl shall claim the youngest child in even tax years, and Jadzeea shall claim the youngest child in odd tax years.

54. Extracurricular Activities: If the parties have agreed in writing to the children's participation in an extracurricular activity, then they shall equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

55. Education-Related Expenses: The parties shall be equally responsible for any and all of the child's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

56. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

57. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

58. Communication: Each party is restrained from using the minor children as a messenger for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical. The parties are restrained from questioning or interrogating the children about the other parent.

59. The parties shall communicate only regarding issues relative to the welfare of the minor child. The parties shall communicate via text or email, and shall refrain from calling but for in the event of an emergency. Any communication between the parties shall be civil in nature and free from any disparaging comments, threats, or

derogatory language. The parties shall refrain from sending multiple messages in a day and each party shall make their best efforts to respond to any messages within 24 hours.

60. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for all medical and dental provider contact.

61. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact. The children shall attend school based on Katryl's residence.

62. Notice of Activities: Both parties shall have the right to be notified by the other party of major events in the children's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

63. Out-of-State Travel: Any parent intending to take the children out of state shall provide a brief itinerary to the other parent at least seven (7) days prior to travel, including a telephone number for emergency communication. The parties shall comply with the provisions of Utah Code § 81-9- 202(19).

64. Relocation: The parties shall follow the notice provisions of Utah Code § 81-9-209 should the parties move more than 100 miles apart from each other. Should either party relocate, Katryl shall be considered the "custodial" parent, and the children shall

stay and/or follow his residence. Jadzeea shall be responsible for all costs associated with exercising her parental time.

65. **Right of First Refusal:** Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the child over any other third party (i.e., surrogate care) if the parent responsible for the child is not available for a period of an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent the child from having sleepovers with friends and family.

MISCELLANEOUS

66. **Delivery of Documents and Duty to Sign Documents:** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Order of Paternity entered by the court. Should a party fail to execute a document within 90 days of the entry of their order, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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 has the same effect as if executed by the disobedient party.

67. **Interpretation/Applicability**: This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as

of the date of entry of the final order.

68. **Severability**: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

69. The court shall grant such other and further relief as it may deem just and appropriate in this matter.

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