



**RED LAW PLLC**

1 Trevor D. Osborn #14742  
2666 North 400 East  
North Ogden, Utah 84414  
Telephone: (801) 477-0733  
Email: trevor@redlawutah.com

**PRIVATE RECORD**

*Attorney for Kelsie Keyes*

---

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
WEBER COUNTY, STATE OF UTAH**

---

In the Matter of the Child of:  
**KELSIE KEYES,**  
Petitioner,

and

**BENJAMIN WILLIAMS,**  
Respondent.

**DECREE OF CUSTODY, PARENT-  
TIME, AND SUPPORT**

Case No. 254900700

Judge: Matthew J. Hansen  
Commissioner: Brandon Richards

---

COMES NOW, the parties to the above entitled action, have stipulated to entry of this Decree of Custody, Parent-time, and Support pursuant to the parties' *Stipulation for Custody, Parent-time, and Support* filed August 10, 2025 and the *Supplemental Stipulation for Child Support, Medical, and Childcare Expenses* filed February 13, 2026. The court, after having reviewed said stipulations of the parties and finding the same to be fair, just, and equitable, does **HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

**JURISDICTION**

1. Petitioner is a resident of Weber County, Utah.
2. The parties are the legal mother and legal father of the child listed herein pursuant to Utah's Uniform Parentage Act, Utah Code §78B-15-101 et seq.

3. The parties' minor child has resided in the State of Utah for more than six (6) months prior to the commencement of this action and Utah is the home state of the minor child pursuant to Utah Code §78B-13-201(1)(a).

4. The parties do not have knowledge of any custody proceeding concerning the minor child, other than this custody proceeding, in a court of Utah or any other state or jurisdiction.

5. The parties do not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

#### **CHILDREN**

6. The parties have one (1) minor child together. Namely:

a. O.A.W., born 09/13/2017

#### **CUSTODY**

**7. Legal Custody:** It is in the best interests of the parties' minor child that Petitioner and Respondent be awarded joint legal custody, with Petitioner being awarded final/primary decision-making authority.

**8. Physical Custody:** It is in the best interests of the parties' minor child that Petitioner be awarded primary physical custody, with Respondent receiving parent-time consistent with Utah Code Annotated §81-9-302.

#### **PARENTING PLAN**

**9. Holidays:** The parties shall exercise holiday parent-time as they may agree, but in the event that they do not agree, holiday parent-time shall be in accordance with Utah Code §81-9-302, with Petitioner being designated as the custodial parent and Respondent being designated as the

non-custodial parent.

**10. Summer Parent-time:** During the summer, the parties may exercise parent-time as they mutually agree in writing, but in the event that they do not agree, summer parent-time shall be on a week-on, week-off basis, with exchanges taking place on Sunday at 7pm.

**11. School:** The child shall attend school based on Petitioner's residence.

## **12. GENERAL PRINCIPLES.**

**b. Court Orders Govern:** The parties recognize they must follow this Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.

**c. Flexibility in Co-Parenting:** The parties understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parties agree to be reasonably flexible in co-parenting the child.

**d. Speaking Positively about the Other Parent:** The parties acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the child. The parties will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third party where there is any risk of the child hearing what is being said. Children do not need to hear about character flaws of the other parent.

**e. The Child is Not a Tool for Discovery:** The parties shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

**f. The Child is Not a Counselor:** The parties shall not use the child as a confidante to counsel with about their own personal problems, especially if the problem is related to the other parent.

**g. The Child is Not a Messenger:** The parties shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parties outside the presence of the child.

**h. Increased Flexibility as the Child Grows:** As the child grows up and matures, their needs and interests will change. The parties will use their best efforts to coordinate with the other parent to ensure the child can engage in those appropriate activities they find most fulfilling. The parties understand that as the child gets older, they may require more freedom and the parties may need to be more flexible, avoiding placing the child in the middle of a tug-of-war between the parties. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.

**i. Maintaining Similar Schedules:** The parties should try to maintain similar schedules for the child in order to create continuity for them, including mealtimes, homework schedules, bedtimes, curfews, and other routines. Similarly, the parties shall ensure that they provide as much or more emotional support, time, and affection to the child as they were used to prior to the commencement of this case.

**j. Maintaining Similar Methods of Discipline:** The parties should try to maintain similar styles of discipline for the child so as to allow the child predictability.

**k. Exposure to Media:** Neither party shall expose the child to media that is inappropriate for them.

**l. Advisory Guidelines:** The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

### **13. COMMUNICATION & INFORMATION.**

**a. Communication with the Child:** Both parties shall be entitled to reasonable, uninterrupted and unmonitored telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored mail and email contact with the child. Neither party shall use communication with the children to unreasonably disrupt the other parent's exercise of parent-time.

**b. Communication Between Parties:** Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the Parties remarries or finds a significant other, the parties will continue to communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between the parties about the child. Communication between co-parents shall be peaceful, civil, and non-abusive.

**c. Method of Communication:** The parties shall communicate as they both

feel comfortable; however, either parent may limit communication to email or text message and the other parent must comply.

**d. Response Time and Frequency of Communication:** When a party receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within twenty-four (24) hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other, when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other party.

**e. Relationships with the Child's Support Personnel:** Each party is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other party to fulfill this provision. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other party.

**f. Child's Illnesses:** The parties shall notify the other parent immediately in the event of a medical emergency or when the child is ill. The parties shall not use the child's illnesses as an excuse to interfere with parent-time. Both parties are

competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parties' own desires. The parties will give details on medication for the child and any dosages necessary. Each party shall administer medicine as instructed by the child's medical or other professional.

**g. Access to Information:** Each party shall have absolute and complete access to all educational and medical records of the child. Each party shall be listed as a parent on the child's school, medical, extracurricular, religious, and all other records.

#### **14. ACTIVITIES**

**a. Attending the Child's Activities:** Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.

**b. Calendaring Activities:** The parties shall use a shared calendar (i.e. the calendar in the co-parenting app if the parties are using such an app, Google Calendar, etc.) to track the child's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child's doctor, dental, or other similar appointments. These events shall be calendared by the party within twenty-four (24) hours of receiving notice.

**c. Child's Attendance at Special Events:** The parties shall make reasonable efforts for the child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e.

weddings, extended family reunions, or important ceremonies). The party requesting an accommodation shall provide options for make-up parent-time with their request so the other party does not lose parent-time.

**d. Listening to the Child's Interests Regarding Activities:** It is both parties' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either party withholds exposure because they don't want to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parties cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parties recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.

**e. Parties' Discussion about Potential Activities:** Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parties shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.

**f. Unilateral Enrollment of the Child in Activities:** Either party can enroll the child in activities that do not require involvement of the other party. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time.

**g. Homework:** Both parties shall help the child complete any homework the



child has received during their parent-time.

## **15. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.**

**a. Pick Up and Drop Off:** The party receiving the child shall be responsible for picking the child up at the other parent's residence for parent-time. The parties shall make every effort to be on time for parent-time exchanges; on the rare occasions they are going to be late, they shall let the other party know in advance via phone call or text message.

**b. Importance of Being on Time:** The parties recognize and understand that the other party has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness.

**c. Behavior During Parent-Time Exchanges:** The p

**d.** parties shall keep communications positive during parent-time exchanges. The parties recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.

**e. Traveling with the Child:** The parties shall follow Utah Code §81-9-202(19) in regards to travel and vacations with the child. Namely, whenever the child travels with either party, all of the following will be provided to the other party: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling party can be reached; and (d) the name and telephone number of an

available third person who would be knowledgeable of the child's location. When travelling, the party will make reasonable efforts to facilitate communication with the other party. If the child requires a passport for travel, both parties will assist in obtaining such passports.

**f. Change of Contact Information:** The parties shall provide one another with current contact information within twenty-four (24) hours of any local change of address, a new telephone number, or new email address.

## **16. MUTUAL RESTRAINING ORDERS**

**a. Communication:** 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, (a) insulting the other party, pointing out the other party's weaknesses or flaws, or speaking derogatorily about the other party in the presence of the child or anywhere near the child's presence; (b) speaking to the child about the issues in this case; (c) attempting to influence the child's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the child for the other party or the other party's family members.

**b. Harassment:** Both Parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

**c. Drugs and Alcohol:** Both parties shall be mutually restrained from using illicit drugs, prescription drugs except as prescribed, or drinking alcohol to the point of intoxication during the exercise of parent-time.

**d. Physical Presence:** Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences, or coming onto the property of one another's residences without express permission.

**e. Third Parties:** Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan 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. Each Party shall control their own extended family and ensure that their conduct and behavior around the child are consistent with these terms.

## **17. SIGNIFICANT OTHERS**

**a.** The parties understand that it can be detrimental to the child to introduce them to multiple significant others. The parties shall not introduce the child to their significant others until they have established a committed relationship with such significant other, but no sooner than six (6) months from the beginning of their courtship. The parties shall not introduce the child to any significant other that has had a felony conviction. Significant others are not parents and shall not assume any role in the parenting of or the discussing of the child with the other parent.

## **18. RIGHT OF FIRST REFUSAL**

**a.** Both parties shall be awarded the right of first refusal if there is surrogate

care for the minor child for an overnight period. The ROFR shall not prevent the child from having occasional sleepovers with friends and family members.

#### **RELOCATION**

**19.** If either party moves more than 150 miles from the other parent, they must follow all provisions outlined in Utah Code Annotated §81-9-209.

#### **CHILD SUPPORT.**

**20.** The parties stipulate and agree that Respondent's gross monthly income for child support purposes is \$0.00 and that Petitioner's gross monthly income for child support purposes is \$3,813.33. Based on these incomes and applying the Utah Child Support Guidelines as set forth in Utah Code § 81-6-101 et seq., Respondent's base child support obligation is \$30.00 per month. Child support shall commence March 1, 2026.

#### **SSDI DEPENDENT BENEFIT CREDIT.**

**21.** The parties acknowledge that Respondent receives Social Security Disability Insurance (SSDI) benefits based on his disability. As a dependent of Respondent, the parties' minor child, O.A.W., is entitled to receive and currently receives an SSDI dependent benefit (also known as an auxiliary benefit) based on Respondent's earnings record. Petitioner currently receives the child's SSDI dependent benefit on the child's behalf. The parties further acknowledge that:

- a.** The child's SSDI dependent benefit is separate from and in addition to Respondent's own SSDI benefit payment. The child's benefit does not reduce Respondent's SSDI payment.
- b.** The child's SSDI dependent benefit is paid directly to Petitioner as the custodial parent for the benefit of the minor child. The parties shall ensure that the

child's dependency benefits continue to go directly to Petitioner.

**c.** The child's SSDI dependent benefit shall be credited dollar-for-dollar against Respondent's monthly child support obligation.

**d.** The current monthly amount of the child's SSDI dependent benefit is \$594.00. Because this amount (\$594.00) exceeds Respondent's monthly child support obligation of \$30.00, and because the full amount of this benefit is paid to and received by Petitioner on the child's behalf, Respondent's monthly child support obligation is fully satisfied and his net monthly child support payment obligation is \$0.00 for so long as Petitioner continues to receive the child's SSDI dependent benefit in an amount equal to or greater than \$30.00 per month.

**e.** Should the amount of the child's SSDI dependent benefit decrease below \$30.00 per month, or should the benefit terminate for any reason, Respondent shall be responsible for paying the difference between the amount of the SSDI dependent benefit actually received by Petitioner and his \$30.00 monthly child support obligation.

**f.** Petitioner shall promptly notify Respondent in writing if there is any change in the amount of the SSDI dependent benefit received, including any reduction, suspension, or termination of the benefit.

**g.** For purposes of establishing and enforcing child support through the Office of Recovery Services (ORS), Respondent's base child support obligation remains \$30.000 per month, with a credit of the SSDI dependent benefit amount applied against this obligation as provided herein.

22. The parties further agree that as of the date of the Supplemental Stipulation, Respondent is current on his child support obligation and no arrearages exist.

23. Unless the court orders otherwise, support for the minor child terminates at the time: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

#### **MEDICAL AND INSURANCE EXPENSES.**

24. The parties agree that the division of medical expenses and insurance premiums shall be governed by Utah Code §81-6-208, as follows:

a. **Health Insurance Premiums.** The parties shall equally share the cost of health insurance premiums actually paid by a parent for the minor child. Each party shall pay 50% of the premium cost attributable to adding the child to a health insurance policy, whether provided through an employer, the marketplace, or otherwise.

b. **Out-of-Pocket Medical Expenses.** The parties shall equally share all reasonable and necessary out-of-pocket medical, dental, orthodontic, vision, and mental health expenses for the minor child that are not covered by insurance. This includes, but is not limited to, co-pays, deductibles, and any uncovered medical services. Each party shall pay 50% of such expenses.

c. **Reimbursement Procedures.** The parent incurring a medical expense shall provide the other parent with verification of the cost and payment of the

expense within thirty (30) days of payment. The other parent shall reimburse their share of the expense within thirty (30) days of receiving such notice and documentation.

### **CHILDCARE EXPENSES**

25. The parties agree that childcare costs shall be allocated pursuant to Utah Code § 81-6-209, with the following specific provisions:

- a. Equal Division.** The parties shall equally share all reasonable work-related childcare costs. Each party shall pay 50% of such costs.
- b. Exclusion of Subsidies and Credits.** Childcare costs subject to the equal division requirement shall not include any amounts covered by state or federal childcare subsidies, tax credits, or other governmental assistance programs. Such subsidies and credits shall be applied directly to the childcare provider to reduce the cost of care. Only the remaining cost of childcare actually incurred by the parties after application of all subsidies and credits shall be divided equally between the parties.
- c. Direct Payment to Provider.** Each party should establish their own separate account with the childcare provider and pay their 50% share of the net childcare costs (after application of subsidies and credits) directly to the provider.
- d. Reimbursement Procedures.** If one party pays more than their 50% share of the net childcare costs, the other party shall reimburse them for any overpayment within thirty (30) days of receiving written notice and documentation of the overpayment.

### TAXES

26. The parties shall rotate claiming the child for taxes each and every year, with Petitioner claiming in odd numbered years, beginning in 2025, and respondent claiming in even numbered years, beginning in 2026.

### MISCELLANEOUS

27. **Mediation:** The parties understand that future modifications to the Decree may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

**\*\*\*END OF ORDER\*\*\***

***ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED  
SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.***

Approved as to Form and Content:

/s/ Megan Arnold (signed electronically with  
permission via email dated 03/09/2026)  
Megan Arnold  
Attorney for Benjamin Williams

### CERTIFICATE OF SERVICE

I hereby certify that on this 14<sup>th</sup> day of April, 2026, I served a true and correct copy of the foregoing to the following via e-file:

Megan Arnold  
meg@utahlawpro.com

/s/ Lizette Rodriguez