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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH,
WEBER COUNTY, OGDEN DEPARTMENT

PATRICK DEAN

Petitioner,

vs.

MEGAN RANDALL

Respondent.

**DECREE OF CUSTODY AND VISITATION
BY INDIVIDUAL
OTHER THAN PARENT**

Case No. 254901226

Judge: CATHERINE CONKLIN

Commissioner: BRANDON RICHARDS

The matter before the Court is the Petition for Custody and Visitation by Individual Other Than a Parent. The parties have reached a full settlement agreement. Having reviewed the documents filed and with agreement of the parties, and having entered findings and conclusions, the Court now orders as follows:

JURISDICTION AND GROUNDS

1. RESIDENCE. Megan is currently an actual and bona fide resident of Ogden City, Weber County, State of Utah. Patrick is currently an actual and bona fide resident of Syracuse City, Davis County, State of Utah. The minor child currently resides in Ogden City, Weber County, State of Utah. Therefore, having established personal jurisdiction and subject matter jurisdiction, the parties agree to and consent to the full jurisdiction of the Second Judicial District Court in

and for Weber County, State of Utah and agree that this Court is an appropriate and proper venue to hear this matter and to enter a final Order.

2. GROUND. The minor child, MJR, was born in September 2011 and is a minor subject to the jurisdiction of this Court. Megan Randall is the child's biological mother. Patrick Dean is an individual other than a parent within the meaning of Utah Code § 81-9-402. The parties agree that Patrick Dean has standing to seek custody pursuant to Utah Code § 81-9-402, as the child has resided with him for a substantial period of time, he has acted in a consistent parental role, and he has established a bonded, parent-like relationship with the child.

3. DEFAULT JUDGMENT AGAINST BIOLOGICAL FATHER. On December 15, 2025, the Court ordered joinder of the biological father of the minor child, Trevor Asher. On March 2, 2025, the Court Ordered Mr. Asher to be served through alternative service via publication because Mr. Asher's whereabouts and contact information are unascertainable by Petitioner and Respondent. Alternative Service via publication was completed April 8, 2026. Mr. Asher failed to appear or appoint counsel to answer to the Court, Petitioner, Respondent, or counsel of record. The Court granted entry of default against Mr. Asher on June 5, 2026.

4. EXTRAORDINARY CIRCUMSTANCES. The parties agree that extraordinary circumstances exist sufficient to rebut the parental presumption in favor of Megan Randall, including but not limited to the following:

- a. The child resided with Patrick Dean for an extended period of time during which Patrick assumed primary caregiving responsibilities;
- b. The child developed a strong emotional bond and secure attachment to Patrick;

c. Removal of the child from Patrick's primary care would be disruptive and contrary to the child's emotional stability and continuity of care; and

d. The parties agree that maintaining Patrick as the child's primary physical custodian is necessary to serve the child's best interests to avoid potential detriment to the child.

5. KNOWING AND VOLUNTARY STIPULATION. Megan Randall knowingly, voluntarily, and intelligently entered into the Stipulation for Custody and Visitation by Individual Other Than a Parent.

6. REPRESENTED BY COUNSEL. Megan Randall:

a. Is represented by independent legal counsel;

b. Understands her constitutional parental rights, including the parental preference doctrine;

c. Knowingly waives any claim that the parental presumption requires sole custody to be awarded to her; and

d. Affirms that the custodial arrangement set forth in the Stipulation is in the child's best interests.

7. PARTIES AGREEMENT. After considering the statutory factors and the totality of the circumstances, the parties agree that:

a. Awarding joint legal custody to Megan and Patrick, with primary physical custody vested in Patrick, is in the best interests of the child;

b. The agreed-upon parent-time schedule appropriately preserves the child's relationship with Megan while maintaining stability;

c. The decision-making framework set forth in the Stipulation adequately protects the child's welfare and provides an orderly method for resolving disputes; and

d. The custodial arrangement serves the child's physical, emotional, psychological, educational, and developmental needs.

8. CHILD'S BEST INTEREST. The parties agree that the custody and parent-time arrangement set forth in the Stipulation represents the least restrictive alternative consistent with the child's best interests, while respecting the rights of the biological parent.

9. FAIR EQUITABLE AGREEMENT. The parties agree that the Stipulation for Custody and Visitation by an Individual Other Than a Parent is fair, equitable, knowingly entered into, and consistent with Utah law and public policy.

CUSTODY AND PARENT TIME

10. MJR was born in September of 2011 and is currently fourteen years old.

11. Megan is MJR's biological mother.

12. In or around 2021, Megan and MJR began living with Patrick, a friend of Megan.

13. When Megan moved from Patrick's home, MJR remained living with Patrick and continued to live with Patrick until approximately June of 2025.

14. On or about July 1, 2025, Patrick filed a Petition for Custody and Visitation by Individual Other Than a Parent, pursuant to Utah Code § 81-9-402, seeking custody of MJR.

15. Through the process of litigation, both parties have expressed a desire to do what is in MJR's best interest and to provide for her the best opportunity to succeed and flourish. To that end, the parties agree to the following provisions related to care, custody, and control of MJR.

16. JOINT LEGAL CUSTODY. The parties hereby agree that they shall be awarded joint legal custody of MJR with final decision-making authority vested in Patrick after exhaustion of dispute resolution steps listed below.

17. ACCESS TO INFORMATION. Having joint legal custody, each party shall be entitled to all access to the child's records, including education records, religious records and health records. Likewise, each party shall have equal right and equal access to: 1) the child's teachers or other school officials and personnel, 2) the child's religious mentors or ecclesiastical leaders, and 3) the child's medical providers including any and all aspects of the child's physical health, mental health, and any and all other medical providers.

18. MAJOR LIFE DECISIONS. The parties shall cooperate as fully as reasonably possible in order to jointly make decisions for the child with regard to major issues that might arise in the areas of: 1) education, 2) religion, and 3) medical and health matters.

19. INFORMATION SHARING. The parties shall exchange information concerning the health, education, and welfare of the child. Furthermore, the parties shall notify the other of events in the child's life with enough notice to allow attendance and participation.

20. DISPUTE RESOLUTION FOR MAJOR LIFE DECISIONS. When a major issue arises with regard to the child's development, medical needs, dental needs, psychological needs, education, religious upbringing, or the child's legal affairs, the parties shall engage in the following process of resolving the issue:

- a. The parties shall first communicate and discuss the pending issue with each other in a civil manner, keeping the best interests of the child in mind as the top priority. The parties will make all reasonable efforts to reach a mutual decision

regarding the issue affecting the child. If the parties are successful in coming to an agreed-upon resolution, the parties will act on their agreement. If the parties are not successful in coming to an agreed-upon resolution, the parties will move to subpart 19.b below.

b. If, after discussing an issue between themselves, and making reasonable efforts to resolve the issue on their own, the parties are unable to reach a mutual decision, the parties shall then consult with an expert who specializes in the area in which the parties disagree. For example, if the issue is associated with a question of education, the expert might be an educator or if the issue involves the health or medical care of the child, a medical professional will be appropriate. If there is a question related to religious upbringing, that parties shall consult an ecclesiastical leader. The expert or professional shall fit the type of issue the parties are addressing. If the parties are successful in coming to an agreed-upon resolution with the assistance of an expert or professional, the parties will act on their agreement. If the parties are not successful in coming to an agreed-upon resolution, the parties will move to subpart 19.c. below.

c. If the parties are still unable to reach an agreement after consulting with an expert or professional, the parties shall next seek the assistance of a qualified mediator who will attempt to assist the parties in coming to an agreement. The initial cost of mediation shall be shared equally between the parties, with final determination to be addressed at the mediation or with the Court if the parties proceed to judicial review as addressed below. If the parties are successful in

coming to an agreed-upon resolution, the parties will act upon their agreement. If the parties are not successful in coming to an agreed-upon resolution, the parties will move to subpart 19.d., below.

d. If the parties are still unable to reach an agreement after making a good faith attempt to resolve the issue through the process of mediation, Patrick shall have final decision-making authority, subject to Megan's right to seek judicial review of the issue. If judicial review is sought, the Court may also make a determination regarding the payment of mediation fees and any other legal fees/or costs incurred by the parties in connection with the process of resolving the issue.

21. PRIMARY PHYSICAL CUSTODY. The parties agree that Patrick shall be awarded primary physical custody of the child, subject to Megan's parent time (For purposes of this Stipulation, the term "parent time" is used to describe a party's custodial time with the child, notwithstanding that Patrick is an individual other than a parent) with the child as stated below.

a. Unless otherwise agreed between the parties in writing, MJR will primarily reside with Patrick.

b. Megan's time with MJR shall be liberal and as the parties can agree, with a minimum of one weekend visit per month. Unless otherwise agreed, Megan's monthly weekend will be the second weekend of each month.

c. Megan will also have reasonable telephone and/or other virtual time with MJR, with phone calls three times per week on Mondays, Thursdays and Saturdays at 5:00 p.m.

22. COOPERATION WITH PARENT TIME SCHEDULE ADJUSTMENTS. The parties agree that they will be cooperative and flexible with the above parent time schedule. If the child occasionally desires to spend additional time with Megan, the parties will take those desires into consideration and work together to make the shared time as comfortable as possible for MJR. The parties shall be cooperative and flexible in their parent time arrangement and/or when minor changes are necessary.

23. EXCHANGE TIME. The child exchange for the start of monthly visits shall take place at the time the minor child's school releases on Friday, or, if school is not in session, at 3:00 p.m. The exchange at the conclusion of the monthly visit shall take place at Megan's home when Patrick will pick up MJR at 7:00 p.m. on Sunday evening.

24. HOLIDAYS. For holidays, the parties will utilize the holiday schedule set forth within Utah Code § 81-9-303(15). Patrick shall be designated as the "custodial parent" and Megan shall be designated as the "non-custodial parent".

25. SCHOOLING. Patrick's home shall be designated as the child's residence for purposes of determining which school(s) the child will attend.

26. DAY-TO-DAY DECISION MAKING. When the child is with a party, that party will make the day-to-day decisions regarding the care, control, and discipline of the child. That party may also make emergency decisions regarding the health or safety of the child. Decisions made by the parties either mutually or individually shall minimize the disruption of the child's attendance at school or other activities, the child's daily routine, and the child's association with friends.

27. SPECIAL EVENTS. The parties shall work together and cooperate with regard to parent time issues for the best interest of the child, including allowing the child to attend weddings, funerals, and other major family events that potentially may not coincide with the set parent time schedule described above.

28. COMMUNICATION. All communication between the parties shall be civil and as the parties can agree; however, text messages and email communication will be the most effective means of communication when discussing major changes to the child's schedule and other needs that may arise. The parties may also use any communication app that is mutually agreeable, or the parties may communicate through a mutually agreed upon third party. The parties shall not use the child to communicate between the parties or as messengers between the parties.

29. CHANGE OF CONTACT INFORMATION. Each party shall provide the other with his or her current address and telephone number, email address, and other virtual parent time access information within 24 hours of any change.

30. TRAVEL. As a courtesy, prior to extended travel during his/her time, the traveling parent shall provide the other party with written notification with the basic details of the trip, which will include at least the departure date, where the child will be, the return date, and a contact number.

31. RELOCATION. If either party decides to move more than 150 miles from the residence of the other party, the statutory notification provisions set forth within Utah Code § 81-9-209 shall apply and the moving party must file a written notice of relocation with the court, with copies provided to the other party and the other party's attorney if the other party is represented by counsel. Each party understands that notice does not equal permission.

CHILD SUPPORT

32. The parties acknowledge that Utah's child support guidelines would ordinarily apply to this matter. The parties further acknowledge that Patrick, although an individual other than a parent, has primary physical custody of the minor child pursuant to this Stipulation.

33. The parties knowingly and voluntarily agree that a deviation from the Utah child support guidelines is appropriate and in the best interests of the minor child, and that neither party shall pay child support to the other.

34. The parties agree that deviation from the child support guidelines is justified pursuant to Utah law based upon the following factors:

- a. Patrick has primary physical custody of the child and assumed full financial responsibility for the child's day-to-day needs;
- b. Patrick is solely responsible for providing health insurance coverage for the child and for payment of all uninsured and out-of-pocket medical expenses;
- c. Patrick is solely responsible for the child's educational, extracurricular, and routine living expenses;
- d. No public assistance is being provided on behalf of the child; and
- e. The deviation is equitable, reasonable, and in the child's best interests.

35. The parties affirm that eliminating a child support obligation between the parties promotes stability for the child, avoids unnecessary financial conflict, and ensures that financial resources are directed towards the child's care and needs.

36. Each party acknowledges that he or she:

- a. Understands the right to seek child support under Utah law;

- b. Has had the opportunity to consult with independent legal counsel regarding child support and deviations from the guidelines; and
- c. Knowingly and voluntarily waives any current claim for child support from the other party.

37. Nothing in the parties' Stipulation shall be construed as permanently divesting the Court of jurisdiction over child support. The Court retains continuing jurisdiction to modify child support upon a showing of a substantial and material change in circumstances as provided by law.

38. CHILDCARE. Based upon the age of the child, it is anticipated that no day care will be required.

HEALTH INSURANCE / MEDICAL COSTS

39. The minor child, MJR is currently covered by medical insurance provided through Megan's employment.

40. Megan shall continue to maintain comprehensive medical, dental, and vision insurance coverage for MJR for so long as such coverage is available through her employment at a reasonable cost, defined as not exceeding five percent (5%) of Megan's gross monthly income. Megan shall provide proof of coverage to Patrick annually and upon reasonable request.

41. Megan shall be solely responsible for all premiums associated with maintaining medical, dental, and vision insurance coverage for MJR. Insurance premiums paid by Megan shall not be subject to reimbursement or offset.

42. Patrick may, at his election, also maintain insurance coverage for MJR. In the even of dual coverage, Megan's insurance shall be primary and Patrick's insurance shall be secondary.

The parties shall reasonably cooperate in the coordination of benefits and shall timely exchange explanations of benefits and other documentation necessary to process claims.

43. Except for insurance premiums paid by Megan, Patrick shall be solely responsible for the payment of reasonable and necessary uninsured medical expenses incurred on behalf of MJR, including deductibles, co-pays, and uninsured medical costs.

a. Uninsured medical expenses shall include, but are not limited to, prescription medications, routine medical care, dental care, vision care, mental health treatment, therapy, and medically necessary medical supplies.

b. Except in the case of emergency or urgent care, Megan shall obtain Patrick's prior written consent before incurring any non-routine uninsured medical expense exceeding \$250.00, which consent shall not be unreasonably withheld.

c. Megan shall provide Patrick with documentation of any uninsured medical expense within thirty (30) days of incurring the expense. Patrick shall remit payment directly to the provider or reimburse Megan within thirty (30) days of receiving proper documentation.

TAX DEPENDENCY EXEMPTIONS

44. Beginning with the tax year 2026, Patrick will claim the child for all tax purposes, both state and federal.

MISCELLANEOUS

45. **MUTUAL RESTRAINING ORDER.** The parties agree that:

- a. Neither party shall attempt, or condone any attempt (directly or indirectly) by any artifice or subterfuge whatsoever, to estrange the minor child from the other party, or to injure or impair their mutual love and affection for the child.
- b. At all times, the parties shall encourage and foster in the child sincere respect and affection for both parties and shall not hamper the natural development of the child's love and respect for the other party.
- c. Neither party will commit, try to commit or threaten to commit any form of violence against the other party. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.
- d. Neither party shall molest, harass, stalk, disturb the peace of, threaten violence against, or commit an assault or battery on the other party, the minor child, or any family member of the other party.
- e. Neither party will communicate or attempt to communicate with the other party after 10 p.m. unless a real emergency exists related to the child. Nothing herein shall prevent communication reasonably necessary to address time-sensitive or urgent issues affecting the child.
- f. Any and all communication between the parties must be related to the parties' child. Neither party shall communicate or attempt to communicate with the other party with regard to any issue or subject that is not related to the parties' child.
- g. Neither party will expose the parties' child to social media posts made by either party that relate to or discuss or refer to any issues between the parties.

Likewise, neither party will expose the child to social media posts that present the other party in a negative manner or will likely reduce the child's favorability or respect for the other party.

h. Neither party shall engage in any online activity that could be reasonably construed as exploiting, endangering, or harassing the minor child. This includes, but is not limited to, creating online profiles for the child, sharing sensitive personal information, or engaging in inappropriate online communications.

i. Neither party will talk to the child about or expose the child to any issues or conflicts between the parties. The parties' child shall be isolated from and protected from any and all conflicts between the parties and remove the child from third parties that are talking negatively about the other party.

j. Neither party will stalk, harass, threaten, intimidate, or physically hurt, or cause any other form of abuse to the "significant other" of the other party.

k. Neither party will operate any motorized vehicle or conveyance (e.g. car or truck, OHV, boat, etc.) under any condition of impairment (e.g. consumption of alcohol, use of legal or illegal drugs, excessive drowsiness, etc.) if the child is in said vehicle or conveyance, and shall not permit other to convey the child while impaired.

l. Neither party shall use illegal drugs or be under the influence of illegal drugs when in the presence of, or in the custody of, the minor child, nor use alcohol to excess, and shall take reasonable steps to ensure that the child is not exposed to the use of illegal drugs or drunkenness.

46. ATTORNEYS FEES. Each party will pay his or her own attorney's fees and costs associated with this matter. Should either party be forced to bring this matter back to court for non-compliance and they are found to have prevailed they shall be awarded their attorney's fees as the prevailing party.

47. VOLUNTARY CONTRACT. The parties acknowledge that each party has had an opportunity to consult with separate legal counsel and that each signs this document of his or her own free will, believing it to be in his/her best interest. The parties acknowledge the various rights and considerations bestowed by each upon the other through the provisions of this agreement. In the event either party to this agreement defaults in his or her obligations hereunder, the party in default shall be liable to the prevailing party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in the enforcement of the obligations created by this contract.

48. DISCLOSURE. The parties do respectively hereby warrant and acknowledge that each of them has entered into and executed the foregoing agreement with full understanding of the contents hereof, that they do so of their own free will and that neither has promised the other anything other than as set forth herein.

49. DEFAULT. In the event either Party defaults in his or her obligations, the Party in default shall be liable to the prevailing Party for all reasonable expenses, including reasonable attorney's fees and costs of court incurred in the enforcement of the obligations created by this Stipulation.

50. MODIFICATION. Prior to any petition being filed to modify or change any provision in the final Order, the parties agree to attempt to resolve the issue through mediation; although mediation shall not be a pre- requisite to a modification petition being filed.

***** END OF DECREE *****

Signature of the Court to Appear at the Top of First Page

APPROVAL AS TO FORM:

Date: June 23, 2026

/s/ John Bailey
JOHN BAILEY
Attorney for Megan Randall

RULE 7 NOTICE

PLEASE TAKE NOTE: Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing document will be submitted for signature and entry by the Court at the expiration of seven (7) days from the date of service unless written objection is filed within that time period.

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026, I caused a true and correct copy of the above document to be served upon the persons and in the manner stated below:

JOHN BAILEY
Attorney for Megan Randall
By e-mail to john.bailey.esq@gmail.com

/s/ Jonathan L. Felt