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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Child of: SHAELEE FLY-SCHULTZ, Petitioner, and IZAIAH DELAIR, Respondent.	<u>DECREE OF CUSTODY</u> Case No. 254901679 Judge: Cristina Ortega Commissioner: Brandon Richards
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Petitioner, **SHAELEE FLY-SCHULTZ**, by and through her attorney of record, Rand G. Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Custody. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, hereby **ORDERS, ADJUDGES, and DECREES** as follows:

CHILD CUSTODY AND PARENT-TIME

1. The parties shall be awarded joint legal custody of the minor child, D.D.
2. The parties shall share joint decision-making authority with respect to all major decisions affecting the minor child. "Major decisions" shall include, but are not limited to,

decisions regarding the child's education, non-emergency medical and dental care, mental health treatment, religious upbringing, and participation in significant extracurricular activities.

3. Prior to making any major decision, the parties shall confer in good faith and make reasonable efforts to reach a mutual agreement. Each party shall provide the other with sufficient information and advance notice regarding the decision to allow for meaningful discussion.

4. In the event the parties are unable to reach an agreement after reasonable efforts to confer, they shall attempt to resolve the dispute through mediation with a mutually agreed-upon mediator prior to seeking court intervention, unless exigent circumstances require immediate action to protect the health or safety of the minor child.

5. Neither party shall unreasonably withhold consent to any proposed major decision, and both parties shall at all times act in the best interests of the minor child.

6. The parties shall be awarded joint physical custody of the minor child, D.D. and shall exercise parent-time pursuant to Utah Code Annotated § 81-9-305. More specifically, the parties shall follow the following parent-time schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Respondent	Petitioner	Petitioner	Respondent	Respondent	Petitioner	Petitioner
Petitioner	Petitioner	Petitioner	Respondent	Respondent	Respondent	Respondent

7. Parent-time exchanges shall occur at 6:30 p.m. on transition days with the party who is beginning their parent-time being responsible for picking up the child from the other party.

8. Additionally, each party shall be entitled to fourteen (14) consecutive days of uninterrupted parent-time during the child's summer break, subject to the following conditions:

- a. Petitioner shall have first choice of dates for her uninterrupted summer parent-time during odd-numbered years, and Respondent shall have first choice of dates for his uninterrupted summer parent-time during even-numbered years.
- b. With the exception of Summer 2026, the party with first choice shall provide written notice of their selected dates to the other party no later than May 15th each year, and the party with second choice shall then have two (2) weeks to select their dates and provide written notice to the other party.
- c. For Summer 2026, Petitioner shall provide Respondent with written notice of her selected dates within fourteen (14) days of the signing of this Stipulation. Respondent shall then have fourteen (14) days thereafter to provide written notice of his selected dates to Petitioner.
- d. If the party with first choice fails to timely select the dates for their uninterrupted summer parent-time by May 15th, the party with second choice may select their dates first. The party who failed to timely select their dates shall then have two (2) weeks to select their dates thereafter, or shall forfeit the right to their uninterrupted summer parent-time for that year.

9. The parties shall exercise their normal parent-time schedule for all holidays, subject to the following exceptions:

Holiday	Holiday Time Period	Years Petitioner is Granted Holiday	Years Respondent is Granted Holiday
Winter Break (First Half)	(1) Holiday begins at 8:00 a.m. on the day after school dismisses for winter break. Before the child begins school, the parties shall follow the holiday schedule of Weber County School District. (2) Holiday ends on December 25 th at 12:00 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 25 th at 12:00 p.m. (2) Holiday ends at 8:00 a.m. on the day school resumes. Before the child begins school, the parties shall follow the holiday schedule of Weber County School District	Even Years	Odd Years
Thanksgiving	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving break. Before the child begins school, the parties shall follow the holiday schedule of Weber County School District. (2) Holiday ends at 7:30 p.m. on the day before school resumes after Thanksgiving. Before the child begins school, the parties shall follow the holiday schedule of Weber County School District.	Even Years	Odd Years
The Child's Birthday	(1) Holiday begins at 8:00 a.m. on the day of the child's birthday. (2) Holiday ends at 8:30 p.m. on the day of the child's birthday.	Odd Years	Even Years
The Day Before or After the Child's Birthday	(1) Holiday begins at 8:00 a.m. on the day before or after the child's birthday. The party exercising parent-time shall be entitled to choose the day before the birthday or the day after the birthday, and shall provide the other party with notice of their selection at least thirty (30) days before the child's birthday.	Even Years	Odd Years

	(2) Holiday ends at 8:30 p.m. on the day before or after the child's birthday.		
Mother's Day	(1) Holiday begins at 4:30 p.m. on the Friday before Mother's Day. (2) Holiday ends at 7:00 a.m. the day after Mother's Day.	All Years	No Years
Father's Day	(1) Holiday begins at 4:30 p.m. on the Friday before Father's Day. (2) Holiday ends at 7:00 a.m. the day after Father's Day.	No Years	All Years
Spring Break (Only to Be Exercised After the Child Starts School)	(1) Holiday begins at 4:30 p.m. on the day that school is dismissed for spring break. (2) Holiday ends at 7:00 a.m. on the day school resumes.	Odd Years	Even Years
Fall Break (Only to Be Exercised After the Child Starts School)	(1) Holiday begins at 4:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:00 a.m. on the day school resumes.	Even Years	Odd Years

CHILD SUPPORT

10. Both parties shall be imputed at an income of minimum wage, or \$1,256.00 per month.

11. Based on these figures, a parent-time schedule with 183 overnights for Petitioner and 182 overnights for Respondent, and one minor child between the parties, the monthly child support figure that Respondent shall pay Petitioner is \$4.00 per month. Given the fact that the parties have equal incomes and equal parent-time, this nominal child support shall be deviated to \$0.00 per month.

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CHILD CARE EXPENSES

12. Each party shall be solely responsible for any child care expenses incurred during his or her respective parent-time. Neither party shall seek reimbursement from the other for such expenses.

13. No ongoing or shared child care expense obligation shall be imposed at this time. Each party shall have the discretion to arrange child care as needed during his or her parent-time, at the party's sole cost and expense.

14. In the event the parties mutually agree in advance to enroll the minor child in a specific child care program or provider that necessitates shared payment, the parties shall agree in writing to the allocation of such costs prior to incurring the expense.

HEALTH INSURANCE

15. The parties shall follow the provisions of Utah Code Annotated § 81-6-208, regarding health insurance and medical expenses for the parties' minor child.

16. Pursuant to Utah Code Annotated § 81-6-208, the parties shall obtain health insurance for the minor child if it is available at a reasonable cost.

17. The parties shall share equally all out-of-pocket costs and the premiums actually paid by a party for the minor child's portion of insurance.

18. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child, and actually paid by a party, including deductibles and co-payments.

19. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the child's health care providers whenever possible.

20. If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

21. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan which provides the best coverage shall be the primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. If the parties have double coverage for the child's insurance, each party shall pay their own insurance policy premium without reimbursement from the other.

EXTRACURRICULAR EXPENSES & SCHOOL FEES

22. The cost of extracurricular expenses and school fees shall be divided as the parties can agree.

23. However, if they are unable to agree, the parties shall equally (50/50) share all extracurricular expenses, so long as they are agreed to in advance and in writing.

24. Further, the parties shall equally (50/50) share all necessary school fees including, but not limited to, school lunches, books, registration fees, uniforms, lunch costs, etc.

25. Either party may sign the minor child up for extracurricular activities that are not agreed to by the other party. If either party elects to do so, such extracurriculars shall not infringe on the other party's parent-time, and shall be at the sole cost of the party who chooses to sign the child up for said extracurricular activity.

26. A party who incurs extracurricular activity or school fee expenses that are to be split shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

TAXES

27. The parties shall alternate claiming D.D. on their taxes each year. Starting in 2026 and for even numbered years going forward, Petitioner shall claim D.D. on her taxes. Respondent shall claim D.D. on his taxes in odd numbered years.

MUTUAL RESTRAINING ORDERS

28. The parties agree to be bound by a mutual restraining order. Each party shall refrain from harassing, intimidating, threatening, stalking, or committing any act of physical harm against the other party. The parties shall not disturb the peace of the other and shall avoid any conduct that would reasonably be expected to cause emotional distress or fear.

29. Neither party shall make, nor permit any third party to make, any disparaging, derogatory, or negative statements about the other party in the presence or hearing of the minor

child, or in any manner reasonably likely to be conveyed to the minor child. Each party shall use reasonable efforts to prevent family members, significant others, or other third parties from engaging in such conduct.

ATTORNEY FEES AND COURT COSTS

30. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

31. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Custody entered by the court.

32. The parties shall sign all documents necessary to comply with this Decree of Custody within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT - COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST
PAGE**

NOTICE

To Respondent:

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Custody to the above-titled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 27th day of July, 2026.

KRISTOPHER K. GREENWOOD, LC

/s/ Rand Lunceford

Rand Lunceford

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 27th day of July, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Izaiah Dryden Delair
560 5th Street
Ogden, Utah 84404

izaiahdryden@gmail.com

/s/ Eva Henery