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PRIVATE RECORD

Attorney for Ian Mayes

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

In the Matter of the Child of: IAN MAYES, Petitioner, and JENNIFER WESTRICH, Respondent.	DECREE OF CUSTODY, PARENT-TIME, AND SUPPORT Case No. 254900955 Judge: Cristina Ortega Commissioner: Brandon Richards
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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 document entitled *Stipulation for Custody, Parent-time, and Support* filed with this court on May 26, 2026. The court, after having reviewed this stipulation and finding the same to be fair, just, and equitable, does HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:

JURISDICTION

1. Respondent is a resident of Weber County, Utah.
2. The parties are the legal father and legal mother 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.

CHILD

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

a. R.M.M., born 01/06/2014.

7. 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).

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

9. 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.

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CUSTODY

10. Ian and Jennifer shall each be awarded joint legal custody of the parties' minor child with neither party being awarded final decision-making authority. Each parent may make routine day-to-day decisions during their time with the child. It is anticipated that parental decisions shall be required for major issues in raising the parties' child and in meeting their ongoing needs including, but not limited to, healthcare, education, and religious upbringing. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If the parties cannot agree upon an appropriate course of action, they shall attend at least one session of co-parenting therapy in an attempt to come to a resolution. If they still cannot agree, Jennifer shall be permitted to make her tie-breaking decision known to Ian. If Ian disagrees, he shall notify Jennifer that he disagrees and must file a court action within 14 days. If he does so, Jennifer shall not act upon her decision until the court has had a chance to hear the issue. If Ian does not file a court action within 14 days, Jennifer may act on her tie-breaking decision and Ian may still file a court action to have the matter reviewed by the court.

11. Jennifer shall be awarded primary physical custody. Parent-time shall be as the parties may agree, but if they cannot agree, Ian shall have parent-time every other weekend from Friday evening at 7:00 p.m. to Sunday evening at 7:00 p.m. If there is a school development day or other non-holiday school closure resulting in a long weekend, and the long weekend falls on

Ian's parent-time, his parent-time shall begin the evening school releases, and shall end the evening before school resumes.

PARENTING PLAN

12. **Holidays:** The parties shall exercise holiday parent-time as they may agree, but if they cannot agree, they shall follow the holiday schedule as follows:

- a. Thanksgiving Break – Ian shall have the entire Thanksgiving break in odd numbered years, beginning the evening of the child's last day of school, and ending the evening before school resumes. Jennifer shall have the entire Thanksgiving break in even years.
- b. Spring Break – Ian shall have the entire Spring Break in odd numbered years, beginning the evening of the child's last day of school before the break, and ending the evening before school resumes. Jennifer shall have the entire break in even numbered years.
- c. Christmas/Winter Break – Ian shall have the entire Christmas/Winter break in even numbered years, beginning the evening of the child's last day of school before the break, and ending the evening before school resumes.
- d. Fall Break – Ian shall have the entire Fall Break in even numbered years, beginning the evening of the child's last day of school before the break, and ending the evening before school resumes. Jennifer shall have the entire break in odd numbered years.

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- e. If a “Monday Holiday” (President's day, Memorial day, Labor Day, Columbus Day, MLKJ Day) takes place on a weekend when Ian has his parent time, the weekend will extend, and hand-off to Jennifer will take place on Monday rather than Sunday.

13. **Summer Parent-time:** Ian shall be entitled to extended parent-time equal to one half of the summer or off-track time for consecutive weeks.

14. **School:** Unless otherwise agreed upon in writing, the child shall continue to attend her current schools and trajectory junior high and high schools she has previously been zoned for.

15. **GENERAL PRINCIPLES.**

- a. **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.
- b. **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.
- c. **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.

- d. **The Child is Not a Tool for Discovery:** The Parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- e. **The Child is Not a Counselor:** The Parents 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.
- f. **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.
- g. **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 parents. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.
- h. **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.

- i. **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. Any disciplinary action that has been taken by either party, along with any request to continue said disciplinary action during the other party's parent-time is optional. Neither parent is required to honor these disciplinary requests, but they should take these requests seriously, as continuity of consequences across parent-time will establish the parties as unified in raising the child consistently.
- j. **Exposure to Media:** Neither party shall expose the child to media that is inappropriate for them.
- k. **Advisory Guidelines:** The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

16. **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. The party not exercising parent-time shall have weekly phone calls with the child on Tuesday, Thursday, and Sunday, at 7:00 p.m.

- b. **Communication Between Parents:** 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. If there is an emergency or urgent matter, the parties may text or call each other for purposes of relaying critical information and details.
- d. **Response Time and Frequency of Communication:** When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within 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 parent.

- e. **Relationships with the Child's Support Personnel:** Each parent 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 parent to fulfill this provision. Neither party shall attempt to disparage the other party or dissuade support personnel from speaking to or freely sharing any information with the other party. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.
- 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 parents 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 mutually discuss any proposed treatment or medication, and if they cannot agree they shall follow the recommendation of the child's doctors. 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. In the case of medical emergency (medical condition requiring immediate Ambulance dispatch, hospitalization or medical intervention to prevent death or permanent physical harm to Roxanne.) during either parent's time, that parent has the right to authorize any necessary emergency treatment to prevent permanent harm to Roxanne.

- 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. Both parties are authorized to speak directly to the child's teachers and access her school records at their discretion. Both parties, and their spouses, can, at their discretion, attend all Parent-Teacher conferences in person, over the phone, or via video conference. Neither parent will attempt to disparage the other Parent or dissuade school personnel from speaking to or freely sharing any information with the other parent.

17. 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 parent within 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 parent does not lose parent-time.
- d. **Listening to the Child's Interests Regarding Activities:** It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent 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 parents 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.

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- e. **Parents' Discussion about Potential Activities:** Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents 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 parent can enroll the child in activities that do not require involvement of the other parent. 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.

18. **TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.**

- a. **Pick Up and Drop Off:** Unless the parties agree otherwise, they shall exchange the child at the beginning of Ian's parent-time at 7:00 p.m. at 2100 E Center St., Pocatello, ID 83201, and at the end of Ian's parent-time at 295 East 50 South, Malad, ID 83252. 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. If the parties mutually agree that the weather on hand-off days makes said hand-off unsafe (ex. blizzard conditions on Hwy 15), weekend time will be either cancelled or

extended (depending on who has Roxanne at that time) without any further consideration of “recouping” that lost time in the future.

- b. **Importance of Being On Time:** The parties recognize and understand that the other parent 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:** Parents shall keep communications positive during parent-time exchanges. The parents 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.
- d. **Traveling with the Child:** The parties shall follow Utah Code §81-9-202(19) of the Utah Code in regards to travel and vacations with the child. Namely, whenever the child travels with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent 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 parent will make reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parties will assist in obtaining such passports.

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- i. Neither party can be refused a trip with the minor child unless the proposed trip interrupts the other party's parent-time, if insufficient details have not been provided, or if the other party can provide factual basis (such as inclement weather, etc.) for objecting to the trip.
 - ii. With the exception of crossing state lines for parent-time exchange, neither party shall take the child out of state without at least 30-day's notice of the trip.
 - iii. Failure to return in the time agreed upon or failure to produce the child for these arrival/departure calls, as well as previously outlined weekly phone calls for the other parent are considered violations of the parties' Decree and may be subject to contempt of court.
- e. **Change of Contact Information:** The parties shall provide one another with current contact information within 24 hours of any local change of address, a new telephone number, or new email address.

19. **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 parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent 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 parent or the other parent'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 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.

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20. **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 appropriate, and until they have established a committed relationship with such significant other. 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.

RELOCATION

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

CHILD SUPPORT

22. The parties shall continue to follow the existing support order through ORS, which states Ian's gross monthly income is \$1,900.00, Jennifer's is \$0.00, and Ian's child support obligation is \$300.00 per month.

23. Pursuant to Utah Code §81-6-211, there shall be an automatic reduction for extended parent-time.

24. The parties shall have the right to adjust child support depending on substantial changes in circumstances, including increases or decreases in either party's incomes, as is set forth in Utah Code §81-6-202.

25. Unless the court orders otherwise, support for a child shall terminate at the time: (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and

expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

26. **Collection by ORS:** Income withholding procedures shall be implemented and all child support should be collected by the Office of Recovery Services pursuant to Utah Code §62A-11-401 et seq.

MEDICAL EXPENSES & INSURANCE COVERAGE

27. The parties will ensure that the child is covered with appropriate medical insurance.

28. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic insurance premium or costs actually paid by a parent for the child's portion of the medical and dental insurance as provided in Utah Code §81-6-208. If the parties each cover the children with insurance coverage and incur an actual cost for such insurance, they shall each pay their own insurance premiums and contribute nothing to the other.

29. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the child's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in coverage.

30. Both parents shall share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and

continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code §81-6-208.

31. The party incurring a healthcare expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email.

32. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

33. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide the above verification within the thirty day time period.

34. Pursuant to Utah Code §15-4-6.7 and §81-4-406, when a court order has been entered providing for payment of medical expenses of a minor child, a creditor who has been provided with 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 medical and dental expenses required to be paid by the parent under the order. Therefore, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the child's medical expenses.

35. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

36. The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year.

37. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

CHILDCARE

38. Pursuant to Utah Code §81-6-209, the parties shall share equally the actually-incurred, reasonable work-related childcare expenses performed by a childcare provider.

39. Pursuant to Utah Code §81-6-209(2)(a), if a party incurs a childcare expense for the parties' minor child, they shall provide written verification of the childcare provider and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense. If written verification of the cost and identity of the provider are not provided within 30 calendar days, the party incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses. Written verification may be sent by text message or email.

40. The other party shall have thirty (30) days from receiving notice to reimburse the party who incurred the expense.

41. Family care shall be assumed to be free of charge.

TAXES

42. The parties shall rotate claiming the minor child for tax purposes each year, with Ian claiming for odd numbered tax years (starting with 2025) and Jennifer claiming for even

numbered tax years (starting with 2026). The parties shall cooperate and ensure that any stimulus payments, advance child tax credits, or other payments associated with the child they are claiming for tax purposes in a given year is given to the intended parent, regardless of which address the money is sent to or what bank account it is deposited in.

43. If either party is not current on their child support or other obligations, they shall not be entitled to claim the exemption.

MISCELLANEOUS

44. **Cooperation:** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to ensure that the Decree of Custody, Parent-Time, and Support is carried out in every detail.

45. **Attorney Fees and Costs:** The parties shall each be responsible for their own attorney fees and costs.

46. **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.***

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, Trevor D. Osborn, will submit this Decree of Custody, Parent-time, and Support to the Judge for their signature upon the expiration of seven days from the date of this notice unless written objection is filed prior to that time, pursuant to Rule 7(j) of the Utah Code of Civil Procedure. Please govern yourself accordingly.

DATED this 17th day of June, 2026.

RED LAW PLLC

/s/ Trevor D. Osborn

Trevor D. Osborn

Attorney for Ian Mayes

CERTIFICATE OF DELIVERY

I hereby certify that on this 17th day of June, 2026, I served a true and correct copy of the foregoing to the following via e-file:

Roy Cole
attyroydcole@gmail.com

/s/ Lizette Rodriguez