The Order of the Court is stated below:
Dated: October 30, 2026 03:10:06 PM **/s/** MATTHEW J HANSEN
District Court Judge

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

In the matter of the parentage of the child of: JESSIE ELLIOTT, Petitioner, and JOSHUA SMITH, Respondent	**DECREE OF CUSTODY, CHILD SUPPORT AND PARENT-TIME** Case No.:234901782 Commissioner: Brandon Richards Judge: Matthew J. Hansen

The above-entitled matter came before the Court for approval of the Parties' Stipulation and Settlement Agreement dated October 12, 2026. The Court, having entered separate Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES, and DECREES as follows:

1. UCCJEA Jurisdiction. This is a child custody proceeding governed by Utah's Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA"), Utah Code § 81-11-101 et seq. The Court finds that this proceeding commenced on January 16, 2026, when the Verified Petition was filed. Utah is therefore the child's home state (Utah Code § 81-11-101(6)). No other child custody proceeding concerning the child is pending in any other state. The Court has jurisdiction to make an initial child custody determination under Utah Code § 81-11.

2. **MINOR CHILD**: The parties engaged in a non-marital sexual relationship with one another, during which one (1) child was conceived, to wit, R.S. (born December 2020)**.**

3. **NATURAL PARENTS/PATERNITY**: Joshua is the natural Father of the minor child and Jessie is the natural Mother of the minor child.

4. **COMMON LAW MARRIAGE**: No marriage license was ever obtained, signed, or otherwise entered into by the parties. Accordingly, the parties do not meet the requirements for a common-law marriage, and no valid statutory or common-law marriage existed between them. Therefore, any claim or issue concerning the existence of a marriage is withdrawn and this matter is appropriately resolved as a parentage action.

PARENT TIME AND PARENTING PLAN

5. All all pickup and drop off of the minor child shall occur in a public place. Unless otherwise mutually agreed in writing by the parties, the designated exchange location shall be the Weber County Sheriff's Office or another mutually agreed law-enforcement or public-safety location. Neither parent shall be required to enter the other parent's residence for purposes of exchanging the minor child. The parent beginning his or her parent-time shall be responsible for picking up the minor child at the designated exchange location. All exchanges shall be peaceful and limited to matters necessary for the transfer of the minor child.

6. The parties shall share joint legal custody of the minor child. When a major decision needs to be made for the child in the areas of medical care, education, or religious upbringing, the parents shall discuss the issue with one another in good faith and consider the other parent's point of view. If the parents are unable to reach an agreement, they shall consult appropriate

professionals in the dispute. If the parties remain unable to reach an agreement after consulting with appropriate professionals, Jessie shall have presumptive final decision-making authority and shall notify Joshua of her decision in writing. If Joshua believes Jessie's decision is not in the best interest of the minor child, he may seek review of the decision by the Court.

7. The parties shall make special consideration to allow the child to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent that may inadvertently conflict with the parent-time schedule.

8. Each parent shall be ultimately responsible for keeping himself or herself advised of athletic and social events in which the child participates. The parties shall make a good faith effort to notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents should be entitled to attend and participate fully.

9. Both parents shall have access directly to all school reports and medical records and should be notified immediately by the other parent in the event of a medical emergency involving the parent or involving the minor child.

10. Within twenty-four (24) hours of any changes, both parties shall provide the other with cell phone numbers, their email addresses, and details of any employment status changes.

11. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of telephone and mail privileges, and/or e-mail, text and virtual parent-time, if the equipment is reasonably available.

12. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of both parents. Each parent shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

13. Each parent shall have the right and responsibility to ensure that the child attends school and other scheduled activities while in that parent's care. Unless mutually agreed in advance, activities should not be scheduled which will interfere with the other parent's parent time with the child.

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

15. Neither parent shall use the child, directly or indirectly, to gather information about the other parent or take verbal messages to the other parent.

16. Whenever the child will be away from home with a parent for a period of 72 consecutive hours or more (for purposes of vacation, out-of-town travel, and the like), the parent shall be required to provide to the other parent a travel itinerary and telephone numbers where the child can be reached.

17. If either party moves more than 150 miles from the residence of the other parent, the parties shall follow the provisions contained in Utah's Relocation Statute, codified at Utah Code Ann. § 81-9-209.

18. All communications shall be through text messaging and directly with one another regarding issues related to the minor child or related to parent time arrangements and logistics. All such communications should be civil and courteous in nature.

19. Neither party may disparage or speak negatively about the other parent to the child, and both parents shall be under a duty to remove the child from the presence of any third parties who are disparaging or speaking negatively about the other parent.

20. Neither parent shall consume alcohol, marijuana, illegal drugs, or non-prescribed controlled substances during his or her parent-time with the minor child or during the twelve (12) hours immediately preceding parent-time. Prescription medications shall be taken only as lawfully prescribed. Upon a reasonable, good-faith belief that a parent has consumed alcohol or prohibited substances during the twelve (12) hours preceding parent-time or at any time during parent-time, that parent shall submit to independently verifiable alcohol and drug testing as soon as reasonably practicable, but no later than twenty-four (24) hours after the request. Alcohol testing shall be by EtG/EtS urine testing. A breath-alcohol test may be used only as an additional test when current impairment is suspected and shall not replace EtG/EtS testing. Drug testing shall be conducted through a laboratory drug screen. A positive, refused, missed, untimely, tampered, adulterated, or otherwise unverifiable test shall constitute a violation of this provision. If a violation occurs while parent-time is in progress, parent-time shall immediately

terminate, and the minor child shall remain with or be returned to the sober parent. Further parent-time shall be suspended until otherwise agreed to in writing by the parties or ordered by the Court.

****END OF PARENTING PLAN****

21. The Petitioner shall have primary physical custody of the minor child. The Respondent shall have parent-time as the parties can agree. If the parties cannot agree, then the Respondent shall be awarded parent-time pursuant to Utah Code Ann. §81-9-302.

22. The parties shall work together on the holiday parent-time. If the parties cannot agree, then the parties shall follow Utah Code Ann. §81-9-302 as set forth:

EVEN YEARS	ODD YEARS	HOLIDAY AND TIME
Father	**Mother**	New Years Eve and New Years Day 6 p.m. on the Friday before holiday to 8 a.m. the Tuesday following the Holiday
Mother	**Father**	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to 8 a.m. the Tuesday following the Holiday.
Father	**Mother**	President's Day 6 p.m. on the Friday before holiday to 8 a.m. the Tuesday following the Holiday.
Mother	**Father**	Easter Day from 8 p.m. the Saturday before the holiday to 7 p.m. the day of the holiday
Mother	**Father**	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
Father	**Mother**	Memorial Day 6 p.m. on the Friday before holiday to 8 a.m. the Tuesday following the Holiday.
Mother	**Father**	July 4th 6 p.m. the day before holiday to 10 p.m. day of holiday.
Father	**Mother**	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	**Father**	Labor Day 6 p.m. on the Sunday before holiday to 6 p.m. on Friday and end

		Tuesday
Father	**Mother**	Columbus Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Mother	**Father**	U.E.A. Weekend 6p.m. on the day school lets out to 7 p.m. on Sunday
Father	**Mother**	Halloween shall begin at 4:00 p.m. or after school (whichever is earliest) on October 31 or the day Halloween is celebrated in the local community, and shall end the next morning at 8 a.m.
Mother	**Father**	Veteran's Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Father	**Mother**	Thanksgiving/ Fall Break 7 p.m. on Wednesday to 8 a.m. on Monday
Mother	**Father**	First Portion of Christmas Vacation, including Christmas Eve and Christmas Day until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	**Mother**	Second Portion of Christmas Vacation, beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break)
Mother	**Father**	The day before or after child's birthday, the parent not assigned parent time that week taking the day either before or after the birthday from 8 a.m. to 8 a.m. the following day.
Father	**Mother**	Child's actual birthday 3 p.m. to 9 p.m.
Father	**Father**	Father's Day 9:00 a.m. to 7:00 p.m.
Mother	**Mother**	Mother's Day 9:00 a.m. to 7:00 p.m.

23. Unless otherwise mutually agreed, child support shall be payable one-half by the 5th day of each month and one-half by the 20th day of that month. Child support due and not paid by the 5th day of each month should be deemed delinquent on the 6th day of the month. Child support due and not paid by the 20th day of each month should be deemed delinquent on the 21st day of the month.

24. Based on the parties' gross monthly income, Respondent shall pay child support to Petitioner in the monthly amount of $275.00, with one-half paid on the first of the month and the second half paid on the15th each month.

25. Unless the Court orders otherwise, support for each child should terminate at the time (1) a 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) a child dies, marries, is disabled and unable to support themselves, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code§ 80-7-102 and seq.

26. The person entitled to receive child support (Jessie) shall be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages.

27. This income withholding procedure should apply to existing and future payers.

28. All withheld income should be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments should be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments are to be sent elsewhere.

29. Child support services, such as enforcement or other services under Part IV of the Social Security Act, 42 U.S.C., Section 601 et seq., have been or are being provided on behalf of a child who is a subject of this action.

HEALTHCARE EXPENSES.

a. Insurance Coverage. The parties shall provide health care coverage, as defined by Utah Code Section 78B-12-102, for the medical expenses of the Child.

b. Premiums. The parties shall equally pay one-half of the out-of-pocket costs of the premium actually paid by a party for the Children's portion of insurance. The Children's portion of the premium should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case. The party who provides insurance coverage may receive credit against the base child support award or recover the other party's share of the Children's portion of the premium.

c. Out-of-Pocket Expenses. The parties shall each pay one-half of all reasonable and necessary medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the Children.

d. Verification of Coverage. The party providing insurance should provide verification of coverage to the other party upon initial enrollment of the Children, and thereafter on or before January 2nd of each calendar year. The party providing insurance should notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that party first knew or should have known of the change.

e. Reimbursement of Expenses. A party who incurs medical, dental, orthodontic, or optical expenses should provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. The party to whom written verification is provided

should reimburse the party who incurred the expenses one-half of the amount within 30 days of receipt of written verification. If a party fails to provide timely written verification, then that party may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses.

f. Double Coverage. In the event that the Children are covered under both parties' healthcare policies, then the healthcare policy of the Petitioner should be the primary coverage for the Children and the healthcare policy of the Respondent should be the secondary coverage for the Children.

30. CHILD CARE EXPENSES. The parties shall equally share the reasonable work-related child care expenses of the parties. A party incurring expenses should provide written verification of the cost and identity of the child care provider to the other party immediately upon initial engagement. Additionally, the party incurring expenses should notify the other party of any change of the cost and/or identity of the child care provider within 30 days of the date the party first knew or should have known of the change. A party who incurs expenses should provide written verification of the cost and payment of those expenses within 30 days of payment. The party not incurring expenses should provide reimbursement of their share of those expenses within 30 days of receiving written verification of the cost and payment of those expenses from the other party. A party may be denied the right to receive credit for expenses or to recover the other party's share of those expenses if that party fails to comply with this paragraph.

31. EXTRACURRICULAR EXPENSES. The parties shall equally pay all reasonable and necessary expenses agreed upon in writing for the Child's extracurricular activities. A party who incurs expenses should provide written verification of the cost and payment of those expenses within 30 days of payment. The parties should not unreasonably schedule extracurricular activities over the other parent's time.

32. INCOME TAXES: The parties shall share the tax exemptions and credits attributable to the minor child. Jessie shall be allowed to claim the minor child for every odd-numbered tax year for so long as the child may be claimed on taxes. Joshua shall be awarded to claim the minor child for every even- numbered tax year for so long as the child may be claimed on taxes; provided, however, that Joshua must be 100% current on his child support obligation as of December 31st of the tax year in question in order to claim the child-related credits/exemptions. If he is not current as of December 31st, the exemptions and credits should revert to Jessie.

33. REAL PROPERTY. Joshua purchased the home located at 646 E 650 N in Ogden, Utah prior to the relationship with Jessie. Jessie has no claim to the home as she is not on the title or deed; the parties are not married. Joshua and his Father bought the home together; therefore, the home is exclusive to Joshua with no claim from Jessie.

34. THE PROTECTIVE ORDER: The protective order in this case, case number #234901782, and in the criminal court case #241901738 shall be dismissed. Petitioner shall file whatever documents necessary to support the dismissal of the criminal court.

35. RESTRAINING ORDER: A permanent mutual restraining order shall be entered as follows:

a. The Court finds that a Mutual Restraining Order shall be entered in this matter. Both parties shall be restrained and enjoined from harassing, threatening, intimidating, or abusing the other party, whether directly or indirectly. Neither party shall engage in conduct intended to disturb the peace or safety of the other party.

b. The parties shall communicate with one another only as reasonably necessary concerning the minor child, and such communication shall be civil and respectful.

c. Neither party shall use the minor child to convey inappropriate or disparaging messages to the other party.

d. Except as otherwise provided by the Court or agreed to in writing by the parties, neither party shall enter upon the other party's residence without permission, interfere with the other party's personal property, or intentionally damage or destroy the other party's property.

e. This Mutual Restraining Order shall remain in effect until further order of the Court or until otherwise terminated by written order of the Court.

f. The parties are restrained from committing domestic violence against one another.

g. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other, or with family members of the other party.

h. The parties are mutually restrained from disparaging one another to the child, alienating or otherwise interfering with the other’s relationship with the child; or allowing third parties to do so.

i. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent time or custody.

j. The parties shall not attempt to influence the child or the child's preference with respect to issues of custody or parent time either by reward, punishment or guilt.

36. DOCUMENTS: Each party shall be ordered to execute and deliver to the other party any documents necessary to implement the provisions of an Order entered by the Court in this matter.

37. The Guardian ad Litem is hereby released from any further duties and responsibilities in this matter and shall be discharged from the case.

38. FEES AND COSTS: The parties shall each pay their own attorney fees in this matter.

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

To Petitioner

You will please take notice that the undersigned, Attorney for Respondent, will submit the above and foregoing **DECREE OF CUSTODY, CHILD SUPPORT AND PARENT-TIME** to the judge of 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

KAUFMAN, NICHOLS & KAUFMAN

/S/ Ron Nichols
Attorney for Respondent

APPROVED AS TO FORM

Dated this _____day of October,2026

*/S/_____
Jeremy Atwood
Attorney for Petitioner
*Signed by Ron K. Nichols with approval from Jeremy Atwood via email _____

Dated this _____ day of October day of, 2026

*/S_____
Alison Bond
Guardian ad Litem
*Signed by Ron K. Nichols with approval of Alison Bond via email on _____

CERTIFICATE OF SERVICE

I hereby certify that on this 21ST day of October 2026, I caused a true and correct copy of the foregoing **DECREE OF CUSTODY, CHILD SUPPORT AND PARENT-TIME** to be served upon the following:

Jeremy Atwood
Attorney for Petitioner
jeremy@jeremyatwoodlaw.com

Alison Bond
Guardian ad Litem
alison@bondandbond.net

/s/ Sherri Strong
Paralegal