The Order of the Court is stated below:
Dated: November 03, 2026 09:30:34 AM **/s/** MATTHEW J HANSEN
District Court Judge

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

In the matter of the parentage of the minor children of: TIMOTHY DEAN HERRERA, Petitioner. and KAILEY MARIE STANTON, Respondent.	**FINDINGS OF FACT AND CONCLUSIONS OF LAW** Case No. 264901413 Judge: Matthew Hansen Commissioner: Christina Wilson

This matter comes before this Court on Respondent's request for an entry of Decree of Paternity. Respondent is represented by her attorney, Daniel F. Murphy. The Court entered a default against the Petitioner on October 14, 2026 , for his failure to answer the Verified Counter Petition for Parentage, Custody and Support in this matter. Having reviewed Respondent's Verified Counter-Petition and Default Certificate, and being fully advised in the premises, now makes and enters the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Residency: Respondent is a bona fide resident of Weber County, State of Utah for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were never married.

3. Child(ren). The parties share one minor child: H.H. born 11/2025. No other child(ren) are expected.

4. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §81-11-201 in that:

a. Utah is the home state of the minor child(ren) at the commencement of this proceeding;

b. The child(ren) and the child(ren)'s parents have a significant connection with the State of Utah other than mere physical presence; and substantial evidence is available in this state concerning the minor child's care, protection, training, and personal relationships;

PARENTING PLAN

5. Physical 1Custody. It is in the best interest of the parties' minor child that Respondent ("Mother") Mother be awarded sole physical custody.

6. Petitioner ("Father") has a history of domestic violence against mother and currently mother has a temporary protective order against Father. Father also has a history of mental health issues in which he is frequently threatening suicide and committing self harm. Father has previously threatened suicide while the minor child was in his sole care.

7. Based on the foregoing, the following custody and parent-time arrangement is in the best interest of the minor child. Respondent shall be awarded sole physical custody of the minor child, with Petitioner to have parent-time pursuant to §81-9-304 with the following conditions:

a. Supervision is provided for his parent time by someone agreed upon by both parties;

b. Visitation does not include overnight;

c. Petitioner complete a comprehensive psychological or neuropsychological evaluation and attend regular treatment as recommended;

d. Petitioner complete domestic violence assessment and treatment; and

e. Petitioner complete substance abuse assessment and any recommended treatment;

8. If Petitioner is successful with supervised visitation and on recommendation from mental health experts and any other experts from the court, Petitioner should have parent time not to exceed U.C.A. §81-9-304, not including overnights.

9. Holidays. Holidays shall be pursuant to U.C.A. §81-9-304, with Respondent designated as the "custodial" parent. Said holiday parent time does not include extended parent time and is subject to the conditions found in paragraph 7 and 8 and its subparts (supervised, non-overnight, treatment, therapy, etc.).

10. Legal Custody. Respondent shall be awarded full legal custody of the minor child(ren).

11. Communication. The parties will discuss all parenting concerns by e-mail, text, or an agreed upon parenting app at any time needed and will not use their child(ren) or other third parties to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

12. Travel. When the child(ren) travels with Petitioner for more than 20 miles away from Respondent's residence, all of the following will be provided to the other parent at least 24 hours prior to departure:

i. Destination;

ii. Places where the child(ren) or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the child's location.

13. Notification of Child(ren)'s Events. The parties shall take affirmative steps to share school and activity information concerning their child(ren) with each other on a frequent basis that is not available through the school calendar, school portal, or school email. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their child(ren) may be involved in that is not available online or through emails of the program. Placing information on a shared calendar should constitute notice.

14. Special Events. Special consideration shall be given by each parent to make the child(ren) available to attend family functions, including funerals and weddings, and other significant events in the life of the child(ren) or in the life of either parent which may inadvertently conflict with the visitation schedule.

15. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent may attempt to alienate the child(ren) in any way from the other

parent. Both parents have an affirmative duty to co-parent the child(ren) in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child(ren) or allowing a third party to do so. The parties are also restrained from discussing the child(ren)'s relationship with the other parent in front of or with the child(ren), or from questioning, interrogating, or otherwise "questioning" the child(ren) for information regarding what occurs when the child(ren) are with the other parent and from allowing any other person to do so.

c. The parties will not use their child(ren) to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child(ren) or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child(ren) about one another or in the child(ren)'s presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking, or threatening the other party.

e. Neither parent may discuss the case, division of assets or funds, or child support in front of the child(ren) except to explain to the child(ren) that the parents are working cooperatively to split households and reassuring the child(ren) that both parents love them deeply and that they will be cared for throughout the process.

f. All exchanges shall take place at a mutually agreed upon location with the parent transporting the child(ren) remaining within arms distance of their vehicle.

g. Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.

h. Neither party nor any third party may swear at or belittle the child(ren). Any punishment shall be reasonably done in a manner that teaches the child, but never demeans or harms the child(ren).

i. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor child(ren) from such circumstances.

16. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child(ren) may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents should be able to

attend all of the child's extra-curricular activities, so long as they are behaving maturely and not entering into any argument with the other parent or any other third party at the activity. The parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

17. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, lunch, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition but may include specialty schooling to address disabilities or behavioral issues. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

18. Transportation for the Child. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide transportation from the other parent's residence unless otherwise mutually agreed upon.

19. Third Party Transportation. Both parties must approve if any third-party individual is needed to pick up the child(ren) if the other parent is unable.

20. Child Support. Based on the income verification previously e-filed with the Court by Respondent, the Court finds that Petitioner earns $27.00 per hour, or $4,680.00 gross

monthly based on a forty (40) hour workweek. Respondent earns $21.00 per hour and works approximately twenty-five (25) hours per week, resulting in gross monthly income of $2,275.00. Based on the parties' respective incomes and the Utah Child Support Guidelines, Petitioner shall pay Respondent $572.00 per month in child support.

21. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust as indicated herein: (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. In the event that the custody overnights are changed through a court order, the parties may at that time ask the court for a recalculation of child support.

22. Petitioner shall be subject to the immediate and automatic withholding for the payment of child support pursuant to U.C.A. §62A-11-403.

23. Petitioner owes child support arrears to Respondent and shall be ordered to pay all past-due child support owed since the child's birth.

24. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child(ren)

25. Petitioner owes childcare expense arrears to Respondent. Petitioner should be ordered to reimburse Respondent for all unpaid childcare expenses since the child's birth.

26. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child(ren) in accordance with U.C.A. §81-6-208. The parent who is currently covering the child(ren) shall continue to do so as long as such coverage is reasonably available and better than that available of the other party.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child(ren)’s portion of insurance. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child(ren) shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child(ren) in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent should share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child(ren) and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of

all reasonable and necessary medical and dental expenses for the minor child(ren) as indicated.

d. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

e. Verification of health insurance coverage shall be provided within 7 days of request and shall include at a minimum copies of both sides of the insurance cards as well as proof of the premium amount. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within seven (7) calendar days of the date he or she knows of the change.

27. Medical Expense Arrears. Petitioner owes out of pocket medical expenses and insurance premium arrears since the child was born. Petitioner shall be ordered to reimburse Respondent for all unpaid medical costs.

28. Taxes. Respondent shall claim the minor child(ren) as dependents for all tax purposes each and every year.

29. Attorney's Fees and Costs: In the event Petitioner contests this action, Petitioner shall be ordered to pay Respondent's reasonable attorney's fees and costs incurred herein.

30. Finalization of the Case. The parties will work together cooperatively via email through their attorneys to finalize the paternity case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them via email.

31. The Court should grant such other and further relief as it deems meet and equitable.

CONCLUSIONS OF LAW

1. The Court concludes that the parties are subject to the jurisdiction of the Court as set out above under the Court's Findings of Fact, that the Petitioner is entitled to a Decree of Paternity the same to become final upon entry herein.

2. The Court concludes that all other issues of dispute have been resolved with the Court pursuant to the above Findings of Fact.

THIS IS THE SIGNED FINDINGS OF FACT AND CONCLUSIONS OF LAW OF THE COURT WHEN SIGNED ELECTRONICALLY BY THE COURT ON THE FIRST PAGE OF THIS DOCUMENT