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**Pro hac vice motion to follow*

Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

ANGELA LESLIE ROE and KAMI ROE,

Plaintiffs,

vs.

W. DAVID PATTON, in his official
capacity as the Executive Director of the
Utah Department of Health, and
RICHARD OBORN, in his official capacity
as the Director of Utah’s Office of Vital
Records and Statistics,

Defendants.

**MOTION FOR
PRELIMINARY INJUNCTION**

Case No. _____

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFFS’ MOTION FOR PRELIMINARY INJUNCTION**

RELIEF REQUESTED

Pursuant to Federal Rule of Civil Procedure 65, Plaintiffs Angela Leslie (“Angie”) Roe and Kami Roe (“Plaintiffs”), by and through their undersigned attorneys, hereby move the Court for a preliminary injunction against W. David Patton, in his official capacity as the Executive Director of the Utah Department of Health, and Director Richard Oborn, in his official capacity

as the Director of Utah’s Office of Vital Records and Statistics (“Defendants”), and each Defendant’s officers, employees, and agents; and against all persons acting in active concert or participation with any Defendant, or under any Defendant’s supervision, direction, or control, as follows:

Defendants must issue a birth certificate recognizing both Angie Roe and Kami Roe as legal parents of L.R. and recognize Angie Roe and Kami Roe as the legal parents of L.R. for all purposes under Utah law.

Defendants must recognize the female spouses of women who give birth through assisted reproduction as legal parents under the Utah Uniform Parentage Act, subject to the same terms and conditions that apply to male spouses.

FACTS

1. Angie and Kami have been together as a committed couple for five years. (A. Roe Decl. ¶ 1, April 7, 2015, attached as Ex. A; K. Roe Decl. ¶ 1, April 07, 2015, attached as Ex. B).

2. Angie and Kami married on December 20, 2013, the first day it became legal for same-sex couples to marry in Utah pursuant to the injunction issued by the U.S. District Court for the District of Utah in *Kitchen v. Herbert*, No. 2:13-CV-00217-RJS. (A. Roe Decl. ¶ 2; K. Roe Decl. ¶ 2).

3. Marriages of same-sex couples entered into between December 20, 2013, and January 6, 2014, must be afforded all the protections, benefits, and responsibilities given to all other marriages under Utah law, pursuant to a permanent injunction issued by the U.S. District Court for the District of Utah in *Evans v. Utah*, No. 2:14-cv-55- DAK

4. Angie and Kami jointly decided to have a child together with the assistance of sperm from an anonymous donor. (A. Roe Decl. ¶ 3; K. Roe Decl. ¶ 3).

5. On May 21, 2014, with Angie's knowledge and consent, Kami conceived through intrauterine insemination at the University of Utah School of Medicine. (A. Roe Decl. ¶ 4; K. Roe Decl. ¶ 4).

6. In connection with the intrauterine insemination, Angie and Kami both signed a document titled "Donor Semen Storage Agreement," which acknowledged that donor semen was being used for artificial insemination of Kami and identified Angie as Kami's wife. (Storage Agmt., Ex. B to A. Roe Decl. and K. Roe Decl.).

7. Kami gave birth to L.R. in February 2015, at Jordan Valley Medical Center (the "hospital"). (A. Roe Decl. ¶ 6; K. Roe Decl. ¶ 6).

8. After L.R.'s birth, Angie and Kami signed an additional document memorializing, ratifying, and reaffirming Angie's consent for Kami to conceive with the assistance of donor semen. (A. Roe Decl. ¶ 7; K. Roe Decl. ¶ 7).

9. Both Angie and Kami have consistently held out Angie as L.R.'s legal parent. (A. Roe Decl. ¶ 8; K. Roe Decl. ¶ 8).

10. When hospital staff gave Angie and Kami paperwork to fill out for L.R.'s birth certificate, Angie wrote in her name as L.R.'s parent. (A. Roe Decl. ¶ 10).

11. The hospital staff would not accept the paperwork and instructed Angie to call the "Adoption/Court Order Specialist" at the Utah Department of Health's Office of Vital Records and Statistics (the "Office"). (A. Roe Decl. ¶ 11).

12. The Adoption/Court Order Specialist, pursuant to an official policy, told Angie that because Angie and Kami are a same-sex couple, Angie could not be listed as a parent on

L.R.'s birth certificate unless she adopted L.R. through a step-parent adoption. (A. Roe Decl. ¶¶ 12-13).

13. To begin a step-parent adoption, Angie and Kami would have to file a Petition to Adopt a Minor Stepchild in Utah State Court and pay a filing fee of \$360. (*See* Utah Courts, *Adopting a Minor Stepchild*¹; Utah District Court Cover Sheet for Civil Actions at 2.²)

14. In addition, Angie would have to submit to a background check by the Utah Bureau of Criminal Identification and the Utah Division of Child and Family Services. (*Id.*)

15. Once the adoption petition is submitted, Angie and Kami would have to wait until a judge schedules a hearing on their adoption petition, and they would then have to appear in person at the hearing to get the judge's approval for Angie to adopt L.R. (*Id.*)

16. If Angie were male instead of female, the Office would recognize her as L.R.'s parent pursuant to Utah's assisted reproduction statutes and issue a birth certificate with both spouses listed as parents without requiring that they undergo a step-parent adoption process. (*Id.*)

17. Angie and Kami worry that the Office's refusal to recognize Angie as a parent casts a cloud of uncertainty over their parental status and could leave L.R. in a vulnerable situation if she only had one legal parent. (A. Roe Decl. ¶ 15; K. Roe Decl. ¶ 10).

ARGUMENT

To secure a preliminary injunction, a movant "must establish the following elements: (1) a substantial likelihood of success on the merits; (2) irreparable injury will result if the injunction does not issue; (3) the threatened injury to the movant outweighs any damage the injunction may cause the opposing party; and (4) issuance of the injunction would not be adverse to the public interest." *N. Natural Gas. Co. v. L.D. Drilling, Inc.*, 697 F.3d 1259 (10th Cir. 2012) (internal

¹ <http://www.utcourts.gov/howto/family/adoption/stepchild/>

² https://www.utcourts.gov/resources/forms/civil/Civil_Filing_Cover_Sheet.pdf

quotation marks and citation omitted). Parties seeking a mandatory injunction that alters the status quo “must make a strong showing both with regard to the likelihood of success on the merits and with regard to the balance of harms.” *O Centro Espirita Beneficiente Uniao Do Vegetal v. Ashcroft*, 389 F.3d 973, 976 (10th Cir. 2004) (en banc).

I. Plaintiffs Have Made a Strong Showing They Are Likely to Success on the Merits.

A. The Refusal to Recognize Same-Sex Spouses as Parents Pursuant to Utah’s Assisted Reproduction Statutes Is Subject to Heightened Scrutiny Because it Discriminates Based on Sex and Sexual Orientation.

On its face and as applied to Plaintiffs, the Office’s policy facially discriminates based on sex. After Angie and Kami married, Kami conceived a child through donor insemination with Angie’s consent. Utah Code Ann § 78B-15-703; Statement of Facts ¶ 5. That consent was manifested in writing at the time the conception occurred. Utah Code Ann § 78B-15-704(a); Statement of Facts ¶ 6. That consent was also memorialized, ratified, and reaffirmed after Kami gave birth to L.R. Utah Code Ann § 78B-15-704(a); Statement of Facts ¶ 8. Both Angie and Kami have consistently held out Angie as L.R.’s legal parent. Utah Code Ann § 78B-15-704(b); Statement of Facts ¶ 9. Under these facts, if Angie were a man instead of a woman, the Office would recognize her as a legal parent pursuant to Utah’s assisted reproduction statute and would issue a birth certificate listing Angie as L.R.’s parent with no need for a step-parent adoption. Because she is a woman instead of a man, however, the Office refuses to recognize Angie as a legal parent to L.R. pursuant to Utah’s assisted reproduction statutes.

Because the Office’s policy facially discriminates based on sex, it is subject to heightened scrutiny. *See United States v. Virginia*, 518 U.S. 515, 532 (1996); *Concrete Works of Colo., Inc. v. City & County of Denver*, 321 F.3d 950, 959 (10th Cir. 2003). Under heightened scrutiny “[t]he burden of justification is demanding and it rests entirely on the State.” *Virginia*, 518 U.S.

at 533. “Focusing on the differential treatment for denial of opportunity for which relief is sought, the reviewing court must determine whether the proffered justification is ‘exceedingly persuasive.’” *Id.* at 532-33. “The State must show at least that the challenged classification serves important governmental objectives and that the discriminatory means employed are substantially related to the achievement of those objectives.” *Id.* at 533 (internal quotation marks and brackets omitted). “The justification must be genuine, not hypothesized or invented post hoc in response to litigation. And it must not rely on overbroad generalizations about the different talents, capacities, or preferences of males and females.” *Id.*

On its face and as applied to Plaintiffs, the Office’s policy of refusing to recognize same-sex spouses for purposes of establishing parentage under Utah’s assisted reproduction statutes also discriminates based on sexual orientation. The Office automatically recognizes both married different sex spouses as legal parents of children born through donor insemination, but the Office refuses the same recognition to married same-sex couples who conceive children in that way.

Discrimination based on sexual orientation is also subject to heightened scrutiny. The Tenth Circuit has not addressed what level of scrutiny applies to sexual orientation discrimination since the Supreme Court decided *United States v. Windsor*, 133 S. Ct. 2675 (2013). *See Kitchen v. Herbert*, 755 F.3d 1193, 1223 n.11 (10th Cir.), *cert. denied*, 135 S. Ct. 265 (2014) (declining to address whether heightened scrutiny applies for sexual orientation discrimination). But the Seventh and Ninth Circuits have held that “*Windsor* requires that heightened scrutiny be applied to equal protection claims involving sexual orientation.” *SmithKline Beecham Corp. v. Abbott Labs.*, 740 F.3d 471, 481 (9th Cir. 2014); *accord Baskin v. Bogan*, 766 F.3d 648, 671 (7th Cir.), *cert. denied*, 135 S. Ct. 316 (2014), *cert. denied sub nom.*,

Walker v. Wolf, 135 S. Ct. 316 (2014). When it struck down the Defense of Marriage Act, “*Windsor* established a level of scrutiny for classifications based on sexual orientation that is unquestionably higher than rational basis review.” *SmithKline*, 740 F.3d at 481. The *Windsor* Court did not begin with a presumption that discrimination against same sex couples is constitutional. *Baskin*, 766 F.3d at 671; *Smithkline*, 740 F.3d at 483. Rather, *Windsor* held that same-sex couples are entitled to “equal dignity” and there must be a “legitimate purpose” to “overcome[]” the harms that DOMA imposed by treating those couples unequally. *Windsor*, 133 S. Ct. at 2696. *Windsor* thus requires a court to evaluate sexual orientation discrimination by “balancing the government’s interest against the harm or injury to gays and lesbians.” *Baskin*, 766 F.3d at 671.³

Whether analyzed as sex discrimination or sexual orientation discrimination, this Court must employ heightened scrutiny to evaluate the constitutionality of the Office of Vital Records and Statistics’ discrimination between female spouses of women who conceive through donor insemination and male spouses of women who conceive the same way.

B. The Refusal to Recognize Same-Sex Spouses as Parents Pursuant to Utah’s Assisted Reproduction Statutes Violates Equal Protection Under Any Level of Constitutional Scrutiny.

³ Before *Windsor*, the Tenth Circuit stated in dicta that sexual orientation discrimination is subject to rational-basis review. See *Price-Cornelison v. Brooks*, 524 F.3d 1103, 1113 n.9 (10th Cir. 2008). Despite this dicta, however, the Tenth Circuit has never used rational-basis review to uphold sexual orientation discrimination. Instead, the Tenth Circuit’s cases have either upheld sexual orientation discrimination under heightened scrutiny, see *Walmer v. Dep’t of Def.*, 52 F.3d 851, 854 (10th Cir. 1995); *Rich v. Sec’y of the Army*, 735 F.2d 1220 (10th Cir. 1984); *Nat’l Gay Task Force v. Bd. of Educ.*, 729 F.2d 1270, 1273 (10th Cir. 1984), or struck down sexual orientation discrimination under even rational-basis review, see *Price-Cornelison*, 524 F.3d at 1114.

The Office's disparate treatment of female and male spouses cannot survive the heightened scrutiny that the Constitution requires of governmental discrimination based on sex or sexual orientation. Indeed, it cannot survive any level of constitutional review.

A same-sex spouse and a different-sex spouse of a woman who conceives through donor insemination are similarly situated in all relevant respects. The purpose of Utah's assisted reproduction statutes is to establish parentage of a spouse who consents to bringing a child into the world whether or not the spouse shares a genetic relationship with the child. In fact, the Tenth Circuit in *Kitchen* specifically cited to Utah's assisted reproduction statutes to explain that same-sex couples are similarly situated to different-sex couples who conceive through assisted reproduction. *Kitchen*, 755 F.3d at 1220 (citing Utah Code Ann. §§ 78B-15-701 to 707).⁴

Requiring married same-sex couples, but not married different-sex couples, to go through a step-parent adoption to provide two legal parents for their children conceived through donor insemination imposes a significant and unjustified burden on same-sex couples and their families. To initiate a step-parent adoption, a couple must file a Petition to Adopt a Minor Stepchild in Utah State Court and pay a filing fee of \$360. Statement of Facts ¶ 13. As a precondition to filing the petition, they must submit to a background check by the Utah Bureau of Criminal Identification and the Utah Division of Child and Family Services. *Id.* ¶ 14. Once

⁴ In arguing that same-sex couples and different-sex couples are similarly situated with respect to the Utah Uniform Parentage Act's provisions regarding assisted reproduction, Plaintiffs do not intend to imply that same-sex couples and different-sex couples are *not* similarly situated with respect to other provisions of the Utah Uniform Parentage Act, such as the marital presumption of parentage. *See* Utah Code Ann. § 78B-15-204(1)(a) (establishing that a man is presumed to be the father of a child if "he and the mother of the child are married to each other and the child is born during the marriage"). The marital presumption of parentage is also designed to establish parental rights and responsibilities despite the absence of a genetic connection. *R.P. v. K.S.W.*, 320 P.3d 1084, 1097 (Utah Ct. App. 2014). However, Plaintiffs here do not need to invoke the presumption of parentage because the assisted reproduction statutes automatically establish Angie a legal parent.

they file the adoption petition, they must wait until a judge schedules a hearing on their adoption petition, and they would then have to appear in person at the hearing to get the judge's approval for the adoption to take place. *Id.* ¶ 15. Different-sex spouses who conceive through donor insemination are not required to go through this expense, scrutiny, and delay to have their legal parent-child relationships recognized. Rather, the Office recognizes that Utah's assisted reproduction statutes immediately and automatically establish parentage for both spouses at the moment of the child's birth. Equal protection requires that same-sex spouse and their children the same protection. As discussed below, the Office's refusal to recognize same-sex spouses as legal parents pursuant to Utah's assisted reproduction statutes imposes irreparable harm on the married couple and their children.

C. Utah's Assisted Reproduction Statutes Must Be Interpreted to Apply Equally to Male and Female Spouses.

The Office has statutory authority to apply Utah's assisted reproduction statutes in a constitutional and gender-neutral manner to comply with the requirements of equal protection. The Utah legislature has enacted the general rules of statutory construction that "[a] word used in one gender includes the other gender" unless doing so would be "inconsistent with the manifest intent of the Legislature" or "repugnant to the context of the statute." Utah Code Ann. §§ 68-3-12(1)(a), (c). Moreover, in the specific context of the Utah Uniform Parentage Act, the legislature instructed that "[p]rovisions of this chapter relating to determination of paternity also apply to determinations of maternity." Utah Code Ann. § 78B-15-106. These rules of construction provide authority for the Office to apply Utah's assisted reproduction statutes equally to female and male spouses of women who conceive via assisted reproduction.

Moreover, even if the Office's statutory authority were unclear, this Court has jurisdiction to extend the protections of Utah's assisted reproduction statutes to both female and

male spouses in order to cure the equal protection violation that would otherwise occur. “Where a statute is defective because of underinclusion . . . there exist two remedial alternatives: a court may either declare [the statute] a nullity and order that its benefits not extend to the class that the legislature intended to benefit, or it may extend the coverage of the statute to include those who are aggrieved by the exclusion.” *Califano v. Westcott*, 443 U.S. 76, 89 (1979) (quoting *Welsh v. United States*, 398 U.S. 333, 361 (1970) (Harlan, J., concurring in result)). In most cases, “extension, rather than nullification, is the proper course.” *Califano*, 443 U.S. at 89; *accord Heckler*, 465 U.S. at 739 n.5; *Cherry Hill Vineyards, LLC v. Lilly*, 553 F.3d 423, 435 (6th Cir. 2008). The appropriate remedy in this case is to extend the protections of the statutes to female spouses instead of nullifying the protections that currently exist for male spouses and their children. *Cf. Kitchen*, 755 F.3d at 1230 (affirming injunction requiring Utah to allow same-sex couples to marry instead of nullifying the ability to marry for both same-sex and different-sex couples).

II. Plaintiffs Will Suffer Irreparable Injury If the Injunction Does Not Issue

The violation of constitutional rights for any period of time constitutes irreparable harm as a matter of law. *Awad v. Ziriya*, 670 F.3d 1111, 1131 (10th Cir. 2012). That is especially true where, as here, the violation of constitutional rights imposes its own dignitary harms as a result of unequal treatment. “[Discrimination itself, by perpetuating archaic and stereotypic notions or by stigmatizing members of the disfavored group . . . can cause serious non-economic injuries to those persons who are personally denied equal treatment solely because of their membership in a disfavored group.” *Heckler v. Mathews*, 465 U.S. 728, 739-40 (1984) (internal quotation marks and citations omitted); *accord Windsor*, 133 S. Ct. at 2694 (noting that “[t]he differentiation demeans the couple”).

The Office's legal position also casts a cloud of uncertainty over the parental status of Angie and Kami, and other same sex couples. If Utah's assisted reproduction statutes did not apply to same-sex spouses, then L.R. would be placed in the unstable position of having just one legal parent until the step-parent adoption is complete. If L.R. needs emergency medical care, Angie would not be automatically authorized that care and could even be excluded from her child's side in the hospital. If something were to happen to Angie before the adoption is finalized, L.R. could be deprived of critical economic benefits as her surviving child. For families who cannot afford to pay the costs required to petition for a step-parent adoption, the children would indefinitely remain in this vulnerable position of being a legal stranger to one of his or her parents.

For all these reasons, the drafters of the model Uniform Parentage Act made clear that the provisions creating automatic parentage for spouses of women who conceive with assisted reproduction was based on "concern for the best interests . . . children of assisted reproduction". Unif. Parentage Act (2000) § 703.⁵ By placing hurdles and delay in the way of Angie and Kami and other same sex couples seeking to provide the security of two legal parents for their children, the Office of Vital Records and Statistics' policy needlessly harms and destabilizes the lives of same-sex couples' children. *See Kitchen*, 755 F.3d at 1215 (describing how the lack of a legal relationship with both parents harmed the children of same-sex couples).

III. THE BALANCE OF HARMS STRONGLY FAVORS PLAINTIFFS.

The balance of harms strongly favors the Plaintiffs. "When [a] law...is likely unconstitutional, the [] interest [of those the government represents, such as voters] do not outweigh [a plaintiff's interest] in having [its constitutional rights protected]." *Hobby Lobby*

⁵ http://www.uniformlaws.org/shared/docs/parentage/upa_final_2002.pdf.

Stores, Inc. v. Sebelius, 723 F.3d. 1114, 1145 (10th Cir. 2013) (en banc) (plurality) (quoting *Awad*, 670 F.3d 1131-32 (alternations in *Hobby Lobby*)). The Plaintiffs suffer daily harm from the violation of their constitutional rights. The Defendants, by contrast, will not suffer any harm at all by treating applying the assisted reproduction statutes equally to same-sex and different-sex spouses. Forcing same-sex couples to go through an unnecessary step-parent adoption process creates more burdens for the State, not less.

IV. AN INJUNCTION IS IN THE PUBLIC INTEREST

An injunction is in the public interest because “it is always in the public interest to prevent the violation of a party’s constitutional rights.” *Awad*, 670 F.3d at 1132. In this case, moreover, an injunction is also necessary to prevent the legal uncertainty about the parental rights of same-sex spouses that has been caused by the Office of Vital Statistics and Records’ policy. It is in the interest of the public – and for these families – for the courts to provide clarity now.

CONCLUSION

For all these reasons, Plaintiffs move the court to issue an injunction against Defendants as follows:

Defendants must issue a birth certificate recognizing both Angie Roe and Kami Roe as legal parents of L.R. and recognize Angie Roe and Kami Roe as the legal parents of L.R. for all purposes under Utah law.

Defendants must recognize the female spouses of women who give birth through assisted reproduction as legal parents under the Utah Uniform Parentage Act, subject to the same terms and conditions that apply to male spouses.

DATED this 15th day of April, 2015.

s/ John Mejia _____

John Mejia (Bar No. 13965)

ACLU of Utah

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served upon the following via the CM/ECF electronic delivery system:

/s/ John Mejia

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vs.

W. DAVID PATTON, in his official
capacity as the Executive Director of the
Utah Department of Health, and
RICHARD OBORN, in his official capacity
as the Director of Utah's Office of Vital
Records and Statistics,

Defendants.

DECLARATION

Case No. _____

ANGELA LESIE ROE declares, deposes and states:

I am an adult resident of Salt Lake County and the State of Utah. I make this declaration based upon personal knowledge except for those matters set forth herein based on information and belief. If called to testify in this matter, I would testify as follows:

1. I have been in a committed relationship with Kami Roe for 5 years.
2. Kami and I married on December 20, 2013, the first day it was legal for same-sex couples to marry in Utah, and we have remained married since. A copy of our marriage certificate is attached as Exhibit A.
3. Kami and I jointly decided to have a child together with the assistance of sperm from an anonymous donor.
4. With my knowledge and consent, Kami conceived through intrauterine insemination on May 21, 2014 at the University of Utah Medical Clinic.
5. Kami and I signed a document titled "Donor Semen Storage Agreement," which acknowledged that donor semen was being used for insemination of Kami and identified me as Kami's wife. A copy of that document is attached as Exhibit B.
6. I was present with Kami when she gave birth to our daughter, L.R., on February 2015 at Jordan Valley Medical Center.
7. After L.R.'s birth, Kami and I signed an additional document memorializing, ratifying, and reaffirming my consent for Kami to conceive with the assistance of donor semen. A copy of that document is attached as Exhibit C.
8. Kami and I have consistently maintained that both of us are L.R.'s parents
9. Prior to the birth of my daughter, I asked the hospital for the paperwork necessary to submit for L.R.'s birth certificate.
10. When hospital staff gave me the paperwork to fill out for L.R.'s birth certificate, I wrote in my name as L.R.'s parent.

11. The hospital staff would not accept the paperwork and instructed me to call the “Adoption/Court Order Specialist” at the Utah Department of Health’s Office of Vital Records and Statistics.

12. The Adoption/Court Order Specialist told me that because Kami and I are a same-sex couple and I am not the birthing mother, I could not be listed as a parent on L.R.’s birth certificate unless I adopted L.R. through a step-parent adoption.

13. The Adoption/Court Order Specialist e-mailed to me a twenty-page packet of instructions for undergoing a step-parent adoption and requesting a new birth certificate. The documents were sent by “pdf” with the name “SSM Packet.” A copy of the “SSM Packet” is attached as Exhibit D.

14. I do not think that Kami and I should have to go through a separate time-consuming procedure in order to establish that we are both the parents our daughter. If we knew that all couples that conceived with donor insemination had to go through the step-parent adoption process, we would be willing to go through the same process too. But because we know that male spouses do not have to go through a step-parent adoption, it feels that we are being singled out and told that our marriage is not as respected as other marriages because we are a same-sex couple.

15. I am also worried because the legal position of the Utah Office of Vital Records & Statistics casts a cloud of uncertainty over my parental status. I am left with unease, uncertainty and concern knowing that L.R. would be left vulnerable if I were not recognized as her legal parent.

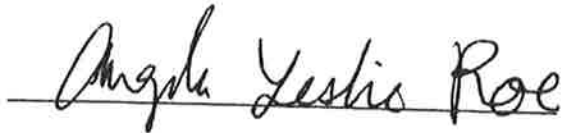
DATED this 7 day of April 2015.



ANGELA LESLIE ROE

DECLARATION

Pursuant to 28 U.S.C. § 1746, I, ANGELA LESLIE ROE, hereby declare that the contents of the foregoing Declaration are correct and true under the pains and penalties of perjury.



ANGELA LESLIE ROE

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Attorneys for the Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
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ANGELA LESLIE ROE and KAMI ROE,

Plaintiffs,

vs.

W. DAVID PATTON, in his official
capacity as the Executive Director of the
Utah Department of Health, and
RICHARD OBORN, in his official capacity
as the Director of Utah's Office of Vital
Records and Statistics,

Defendants.

DECLARATION

Case No. _____

KAMI ROE declares, deposes and states:

I am an adult resident of Salt Lake County and the State of Utah. I make this declaration based upon personal knowledge except for those matters set forth herein based on information and belief. If called to testify in this matter, I would testify as follows:

1. I have been in a committed relationship with Angela Leslie Roe (“Angie”) for 5 years.

2. Angie and I married on December 20, 2013, the first day it was legal for same-sex couples to marry in Utah, and we have remained married since. A copy of our marriage certificate is attached as Exhibit A.

3. Angie and I jointly decided to have a child together with the assistance of sperm from an anonymous donor.

4. Angie’s knowledge and consent, I conceived through intrauterine insemination on May 21, 2014 at the University of Utah Medical Clinic.

5. Angie and I signed a document titled “Donor Semen Storage Agreement,” which acknowledged that donor semen was being used for my insemination and identified Angie as my wife. A copy of that document is attached as Exhibit B.

6. Angie was present with me when I gave birth to our daughter, L.R., on February

 2015 at Jordan Valley Medical Center.

7. After L.R.’s birth, Angie and I signed an additional document memorializing, ratifying, and reaffirming Angie’s consent for me to conceive with the assistance of donor semen. A copy of that document is attached as Exhibit C.

8. Angie and I have consistently maintained that both of us are L.R.’s parents

9. I do not think that Angie and I should have to go through a separate time-consuming procedure in order to establish that we are both the parents our daughter. If we knew that all couples that conceived with donor insemination had to go through the step-parent adoption process, we would be willing to go through the same process too. But because we

know that male spouses do not have to go through a step-parent adoption, it feels that we are being singled out and told that our marriage is not as respected as other marriages because we are a same-sex couple.

10. I am also worried because the legal position of the Utah Office of Vital Records & Statistics casts a cloud of uncertainty over Angie's parental status. I am left with unease, uncertainty and concern knowing that L.R. would be left vulnerable if Angie were not recognized as her legal parent.

DATED this 7 day of April 2015.



KAMI ROE

DECLARATION

Pursuant to 28 U.S.C. § 1746, I, KAMI ROE, hereby declare that the contents of the foregoing Declaration are correct and true under the pains and penalties of perjury.



KAMI ROE

MARRIAGE CERTIFICATE

State of Utah *County of Salt Lake*

This Certifies that

Angela Leslie Winder of West Jordan , State of Utah
Kami Rachael Roe of West Jordan , State of Utah

were joined together according to the Laws of the State of Utah,

at SLC in Salt Lake County,

on the 20th day of Dec in the year Two Thousand 13

Angela Winder
Signature of Groom
Kami Roe
Signature of Bride

Jim Winder
Signature of Officiant
Reverend
Title

In the Presence of:

[Signature]
Witness
[Signature] [Signature]
Witness

License No. 2013009159 issued by the
Clerk of Salt Lake County, SHERRIE SWENSEN
December 20th , 20 13

UNIVERSITY OF UTAH SCHOOL OF MEDICINE
SALT LAKE CITY, UTAH

DEPARTMENT OF OBSTETRICS AND GYNECOLOGY
AND DIVISION OF UROLOGY

CONSENT TO PERFORM PROCEDURE TO ACHIEVE PREGNANCY THROUGH
ARTIFICIAL INSEMINATION or IN VITRO FERTILIZATION (IVF) USING DONOR SPERM

1. I, the undersigned, acknowledge that I have been unable to achieve a pregnancy because of one or more of the following conditions, notwithstanding thorough evaluation and therapy:
 - A. Abnormality of the sperm, including reduced numbers, and/or quality or absence of sperm;
 - B. Cervical disease, including immobilization of the sperm;
 - C. Endometriosis
 - D. Other causes including unexplained infertility;
 - E. Or have genetic problems

2. I hereby affirm my desire to achieve pregnancy and request that artificial insemination or IVF with donor sperm be utilized in an attempt to achieve pregnancy in myself with sperm obtained from an unidentified and undisclosed third party donor(s):
 - A. In order to facilitate the success of this procedure, I agree to follow procedures and complete documentation as outlined by the Department of Obstetrics and/or the Division of Urology of the University of Utah School of Medicine

3. I am aware, on the basis of present information, that the chances that a pregnancy will be achieved by artificial insemination or IVF with donor sperm will depend on my specific case and diagnosis, and acknowledge that no representations or guarantees, express or implied, have been made to me with respect to whether the procedure(s) will be successful.

4. I have been fully informed of all known significant and substantial risks incident to artificial insemination or IVF, whether fresh or frozen sperm is used, which include:
 - A. Bleeding and/or infection;
 - B. Pain associated with the various procedures;
 - C. Discomfort and complications connected with pregnancy, childbirth and delivery;
 - D. Birth of an infant or infants suffering from any birth defect(s), or abnormalities of any kind, including but not limited to infection(s) or disease(s) transmitted through donor sperm;
 - E. Uncertainty of genetic, hereditary traits or tendencies of such offspring;
 - F. Other adverse consequences of any kind, which are unknown but may arise or be connected directly or indirectly to artificial insemination or IVF and/or procedure(s).

Initials

KM

5. I acknowledge that if pregnancy is achieved there is no assurance of a live or healthy birth, or of a normal genetic contribution from the donor's sperm, and that in any event, all pregnancies face a chance of some birth defect. There is no known evidence that artificial insemination or IVF procedures or the use of donor sperm increases the risk of a birth defect.
6. I have been offered the option of carrier testing or chromosome testing of the donor if there is a history of autosomal recessive trait or a heritable chromosomal translocation in the wife.
7. I have had an unlimited opportunity to ask questions about the procedure(s) and the risks involved, and my questions have been fully answered to my satisfaction.
8. I acknowledge that my participation in the artificial insemination or IVF with donor sperm is voluntary.
9. I have been counseled and advised by our physician at UCRM of the ASRM (American Society for Reproductive Medicine) guidelines that all patients using donor gametes obtain the appropriate lab work. These tests may include, but are not limited to: HIV 1/2, HTLV I/II, CMV IgG & IgM, Hepatitis B Surface Antigen, Hepatitis B Core Antibody, Hepatitis C, chlamydia/gonorrhea, rubella and blood type. Meeting with a psychologist familiar with issues related to donor gametes is also recommended to help with knowledge, understanding and disclosure that will arise now and in the future.
10. In order to proceed with artificial insemination or IVF donor sperm, the patient hereafter identified shall obtain the necessary sperm from a third party donor, selected by the undersigned. The donor shall not at any time be advised of the identity of the undersigned nor of the success or failure of the artificial insemination or IVF with donor sperm. The undersigned agrees that the identity of the donor shall not be divulged to her or any offspring resulting from such artificial insemination or IVF for any reason by the doctor, except upon the issuance of a duly authorized order of court of competent jurisdiction, the issuance of which shall not be sought by the undersigned.
11. I agree to recognize and accept the full legal, moral, parental, financial, social, emotional and cultural responsibility and care of any offspring that may result from any pregnancy achieved through the artificial insemination or IVF with donor sperm procedure(s). I also agree to accept and assume the same duties, obligations and responsibilities toward such offspring to the full extent in the same manner as owed by the undersigned to naturally occurring offspring, and acknowledge and agree that any offspring resulting from the use of donor sperm shall be my legal heir(s) and that the said offspring shall be, for all purposes, the child of the undersigned.
12. I hereby covenant and agree, without reservation of right, in law or equity, to indemnify, hold harmless and release the doctor, the persons who are the donors of the sperm, those persons who collect, store, and/or preserve and manipulate the sperm specimens, the University of Utah, the University of Utah Hospitals and Clinics, the University of Utah School of Medicine, the

Initials



Department of Obstetrics and Gynecology, the Division of Urology, their officers, employees and agents ("Released Parties") from any and all liability or obligation of any kind whatsoever, in any manner connected with or related to the use of donor sperm including but not limited to:

- A. Complications of pregnancy related to or resulting from the use of donor sperm;
 - B. Complications in any matter connected with child birth and/or delivery related to or resulting from the use of donor sperm;
 - C. Birth of an infant or infants suffering from any birth defect, or of abnormalities of any kind related to or resulting from the use of donor sperm, including but not limited to infections or transmitted diseases through donor sperm;
 - D. Genetic, hereditary traits or tendencies of such offspring related to or resulting from the use of donor sperm;
 - E. Any other adverse consequence of any kind that may arise or be connected directly or indirectly to or in any manner with offspring resulting from the use of donor sperm and/or procedure(s) herein authorized or contemplated.
13. I agree that I will not at any time, or for any reason, assist, aid or abet in any way, any person, including any child or offspring, in initiating or pursuing any claim or legal proceeding with respect to any matter arising out of, or resulting from the artificial insemination or IVF with donor sperm procedure(s) authorized herein.
14. I acknowledge that the Released Parties are subject to the provisions of the Utah Governmental Immunity Act, Section 63G-7-101 et seq., U.C.A. 1953 as amended, which Act controls all procedures and limitations with respect to claims of liability.
15. I agree and acknowledge that the procedure(s) authorized herein shall be considered for all purposes, medical services.
16. With the above consideration in mind, I, hereby consent to, request and authorize Dr. Johnstone, who is herein referred to as "my doctor," and such assistants and associates as my doctor may designate, to undertake one or more artificial insemination or IVF with donor sperm procedures in an attempt to achieve pregnancy in myself, understanding and accepting all the risks and responsibilities attendant thereto.
17. Procedures Authorized to Treat Unforeseen Conditions. I recognize that during the course of any of the procedure(s) outlined above, unforeseen conditions may necessitate additional or different procedures than those set forth above. In such event I authorize and request my doctor, his/her assistants or his/her designees, to perform such procedures as are in the exercise of professional judgment necessary and desirable.
18. Confidentiality. I understand that the Released Parties will consider the information developed about us during this treatment as confidential, and that neither my identity nor specific medical details will be revealed by any of them without my prior consent; however, specific medical details may be revealed in professional publications, but my identity is not to be revealed. I

Initials

KW

understand that in the event an authorized government agency reviews this or other documents, they may learn my identity, or that Released Parties may be otherwise required by law to produce the identifying information.

19. Costs and Fees. I understand that I am responsible for the costs and fees associated for treatment using donor sperm. Specific to artificial inseminations, costs and fees include but are not limited to, financial counseling fees, nursing coordination and management fees, costs for required lab work, cost for preparation and insemination of sperm. I understand that the nursing coordination management fee is charged once a year, per the current fee schedule and will be billed upon completion of my first insemination. I acknowledge I have had my questions answered regarding the costs involved and agree to pay these and any other fees and costs necessary for my treatment.

20. Consent Agreement Binding Upon the Heirs. This Consent Agreement shall be binding upon my administrators and heirs.

21. Signatures. I acknowledge by my signature below that I have read and agreed with the foregoing and that all questions pertaining thereto have been answered to my satisfaction.

UNDERSIGNED:

KAMI R. ROE

(Printed Name)

[Signature]

(Signature)

2/14/14

(Date)

Witness:

Danielle Moore

(Name)

[Signature]

(Signature)

2/14/14

(Date)

Initials KRM



BILLING AND COLLECTIONS PAYMENT POLICY

The Utah Center for Reproductive Medicine (UCRM) is contracted (under Tax ID 562627035) with most major insurance companies including Select Health for evaluation, management, investigation, testing, and surgeries. However, select types of treatment may not be covered. We bill assisted reproductive technology under the Tax ID 870529461, please check us with us or your insurance plan to determine coverage for assisted reproductive technologies. How your insurance plan processes any claims we send will be dependent on the individual plan benefits your insurance has, subject to your individual deductible, copay, and/or co-insurance.

Insurance Companies we are currently contracted with include, but are not limited to:

Altius	GM Southwest	Select Health* (Care, Choice, Med)
Cigna	Humana Commercial Products	United HealthCare
Coventry	MBA Benefit Administrations	United HealthCare Options PPO
DMBA* (Choice, Protect, Value)	Multiplan	Universal Health Network
EMI Health Choice	New West	University of Utah Health Plan
Everest Administrators	PEHP (Advantage, Preferred, Summit)	WISE
First Choice	PHCS	Others *
GEHA (See United Options PPO)	Regence BCBS*	

*These plans have multiple options; we are covered with most options with each payer, check with you plan for specific details.

Our office will submit charges to your insurance company; however, you are expected to:

- a. Bring your insurance card with you at the time of the appointment.
- b. Pay any required co-payment amount at the time of service.

Your co-payment may not be your only liability. If your insurance carrier applies the billed charges to your deductible or considers the services non-covered, you will be responsible for payment of the services provided.

If you are unable to make payment at the time of your appointment, please contact our credit and collection office to discuss payment options available to you.

As the patient, it is your responsibility to make sure that all of your insurance requirements have been met in order for them to pay for your medical services, such as referrals, pre-authorization, in network verification, etc. If you have not followed your insurance carrier requirements prior to being treated, any balance unpaid by your insurance will be your responsibility.

If you are unable to keep your appointment, please notify us at least 48 hours in advance or you may be charged a no show charge of \$45.00.

If your account is referred to a collection agency, you may have to pay reasonable attorney's fees, court costs and collections agency's fees that have accrued.

I have read and understand the above.

KAMI R. ROE
Patient Name

10/8/78
DOB

01/27/14
Date

[Signature]
Patient or Responsible Party Signature

**UNIVERSITY OF UTAH SCHOOL OF MEDICINE
ANDROLOGY DEPARTMENT
DONOR SEMEN STORAGE AGREEMENT**

The purpose of the document is to act as an agreement to store donor semen for the purpose of short and/or long term storage in liquid nitrogen. This Agreement is made and entered into at the time and place hereinafter stated, by and between the University of Utah School of Medicine, Andrology Department, Salt Lake City, Utah, hereinafter sometimes referred to as "The University" and Kami Roe, whose address is hereafter given and who is sometimes referred to as the "Semen Donor Recipient".

AGREEMENT

1. The Semen Donor Recipient has consulted with a doctor and it has been determined that therapeutic donor insemination may be an appropriate for said individual. The purchase and storage of donor semen is desired by the Semen Donor Recipient for one or more of the following reasons:
 - A. Due to vasectomy;
 - B. Due to irradiation and/or chemotherapy;
 - C. Due to exposure to potentially toxic medications or environmental conditions;
 - D. Due to artificial insemination;
 - E. other reasons deemed appropriate by my Doctor.
2. I hereby request that the University of Utah store my donor semen in liquid nitrogen.
3. I (the Semen Donor Recipient) understand and agree to the follow conditions:
 - A. To release the University of Utah Andrology Department, including all officers and employees, from any responsibility regarding quality issues of the sample or problems resulting from the semen sample thawing poorly and understands that reimbursement is not available for poor quality samples.
 - B. Semen Donor Recipient acknowledges that the University does not purchase semen samples back from the Semen Donor Recipient.
 - C. The storage of any semen samples from the Semen Donor Recipient shall be for a six-month period. At the end of the six month period the agreement shall be automatically renewed for additional six month periods, assuming all of the obligations have been met as contained herein, and until terminated pursuant to the provisions of this agreement.
 - D. The Semen Donor Recipient agrees to pay all costs associated with storage and preparation of the donor semen. These charges will be billed in advance for the upcoming six-month period. In the event that the agreement is automatically renewed, the Semen Donor Recipient agrees to pay in advance the storage fee for each sample held in frozen storage by the University.
 - E. The Semen Donor Recipient understands that the storage fees for each six-month period are non-refundable if the sample is used, transferred or destroyed within the six month period
 - F. The Semen Donor Recipient understands that the University has the right to increase any of the fees associated with sperm freezing and storage without prior notice to the Semen Donor Recipient.
 - G. Any charge for storage shall be paid within thirty (30) days of the date of billing, otherwise such charges shall be deemed delinquent.
 - H. **DUE TO FDA REGULATIONS AND OTHER UNIVERISTY POLICIES, I, THE SEMEN DONOR RECIPIENT, UNDERSTAND THE VIALS OF SEMEN MUST BE INSEMINATED AT THE UNIVERSITY OF UTAH CENTER FOR REPRODUCTIVE MEDICINE AND CAN NOT BE RELEASED TO ANY OUTSIDE PHYSICIAN OR FACILITY.**
 - I. This agreement shall terminate, and the University's responsibility for storage may cease, upon the occurrence of one or more of the following events:

- (a) Release of all the semen samples according to the terms of this agreement and payment of the applicable transfer fee;
 - (b) Written direction by the Semen Donor Recipient to the University authorizing destruction of all semen samples retained in storage;
 - (c) The Semen Donor Recipient's death with consent (listed in item J);
 - (d) Failure of the Semen Donor Recipient to pay storage charges within the time provided in paragraph (3G);
 - (e) Upon thirty (30) days written notification by the University to the Semen Donor Recipient of the University's intention to discontinue storage operations.
- J. In the event of the death of the Semen Donor Recipient, the Semen Donor Recipient would like the vials of donor semen (*initial one of the items below*):
- a. Destroyed
 - b. Maintained in storage for future donation to ANGRA WINDER ^{WIFE} (*fill in name and relationship*) who will assume all of the obligations and terms described in this contract KRM.
- K. In the event of termination of the agreement, for any of the reasons above, the University will destroy the vial(s) of semen held in storage.
- L. The Semen Donor Recipient acknowledges that he understands that there is an inherent risk in the process of collecting, freezing, storage and thawing of semen which may render it ineffective for insemination and Semen Donor Recipient agrees to assume this risk.
- M. It is agreed that in the event of loss, damage or destruction of any sample of Semen Donor Recipient's donor semen for any reason whatsoever, that any damage which may result to the Semen Donor Recipient or any third party is speculative and impossible to determine. Accordingly, in the event of loss, damage or destruction during the process of collecting, freezing, storage, thawing, transferring or other procedures, the Semen Donor Recipient will accept and the University will pay as liquidated damages an amount equal to the storage charges which have been paid for the year in which the loss, damage or destruction occurs, plus the sum of \$100.00.
- N. Semen Donor Recipient covenants and agrees, without a reservation of rights, in law or equity, to indemnify, hold harmless and release the University and its employees and agents, including but without limitation, the doctor, those persons who collect, examine, evaluate, collect, store, preserve, transfer or manipulate the donor semen samples from any and all liability or obligation of any kind or manner, including attorney's fees, connected with said procedures or related thereto, and any other adverse consequences of any kind that may arise to be connected directly or indirectly to, or in any manner with, the offspring resulting from the artificial insemination utilizing said donor semen samples and/or procedures connected therewith, except to the extent and under the circumstances set forth in the next preceding paragraph.
- O. Any notices provided hereunder shall be sent to the address as set forth below, and it shall be the responsibility of the Semen Donor Recipient to provide a current address to the University, if different from that as stated below and any notice, correspondence or billing directed to that address shall be presumed to have been received in the regular course of mail by the Semen Donor Recipient.
- P. Either party may terminate this agreement upon thirty (30) days written notice to the other, any provision to the contrary notwithstanding. In the event such a termination notice to the Semen Donor Recipient is given by the University, any unused portion of the storage charges for the then current six month period, shall be returned to Semen Donor Recipient. In the event the Semen Donor Recipient terminates this agreement written notice must be signed, notarized, received and acknowledged by the University.
- Q. The Semen Donor Recipient acknowledges that the University of Utah, the University School of Medicine, the Andrology Department, and all officers and employees, including the doctor, are subject to the provisions of the Utah Government Immunity Act, Section 63-30-1, et seq., U.C.A., 1953 as amended, which Act controls all procedures and limitations with respect to claims of liability.

- R. This agreement shall be binding upon the administrators, heirs and successors of the parties.
- S. This instrument and all issues arising incident thereto shall be controlled by and construed in accordance with the laws of the State of Utah, and jurisdiction and venue shall be exclusively vested in the Third Judicial District Court in and for said State.
- T. This agreement represents the entire agreement between parties and there are no understandings, agreements, or representations other than as set forth herein. The printed portion of this contract is the contract between the Semen Donor Recipient and the University. Crossouts, written additions, notes or otherwise do not alter or become part of this contract. Written date and signatures do become part of this contract.
- U. If the content of the vial(s) includes any sample which does not originate with the University of Utah Andrology program, I hereby agree to fulfill the following conditions:
 1. To have a letter indicating I am under the care of a licensed physician, such physician is aware of the origin of the vials in storage. This letter must be signed by the physician.
 2. To release the University of Utah Andrology Department, including all officers and employees, from any responsibility regarding quality issues of the sample or problems resulting from the semen sample, including reimbursement from bank/clinic of origin.
 3. There is documentation available and provided demonstrating the donor has been screened according to FDA regulations, CAP/ASRM guidelines and a copy of compliance has been released to the University of Utah Andrology program.
 4. The University of Utah Andrology Department will process the semen sample prior to release.

As part of this agreement, I, the Semen Donor Recipient, recognize I have been informed about the storage and dispensing of semen and costs associated with cryopreservation, storage and distribution. I have also been given the opportunity to ask questions regarding the above information and recognize that I may ask questions at any time. This information was presented to me in English in terms that I understand. I sign this consent of my own free will.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 14 day of FEBRUARY, 20014.

[Handwritten Signature]

Semen Donor Recipient (signature)

KAMI R ROE

Semen Donor Recipient (please print)

[Handwritten Signature]

Semen Donor Recipient's spouse (signature)

3846 WESTLAND DR.
ADDRESS

WEST JORDAN, UT 84083
CITY, STATE, ZIP CODE

801-391-4564
TELEPHONE NUMBER

THE UNIVERSITY OF UTAH,
ANDROLOGY DEPARTMENT

Andrology Technician Witness:

[Handwritten Signature]

SPOUSAL CONSENT TO INSEMINATION

This document memorializes, ratifies, and reaffirms that on May 21, 2014, Kami Roe conceived through intrauterine insemination of donor sperm with the knowledge and consent of her spouse, Angie Roe. This document shall constitute written consent for purposes of establishing parentage pursuant to the Utah Uniform Parentage Act, Utah Stat. Ann. § 78B-15-704.

Angie Roe 4-6-15

Angie Roe

Date

Kami Roe 4/6/15

Kami Roe

Date

**UTAH DEPARTMENT OF HEALTH
OFFICE OF VITAL RECORDS AND STATISTICS
How to Contact Vital Records**

Mailing Address: VITAL RECORDS PO BOX 141012 SLC UT 84114
Physical Address: 288 N 1460 W SLC UT 84116

Carolyn Woodward
Court Order/Adoption Specialist
Ph: 801-538-6363
Fax: 801-323-1569
cslucas@utah.gov

Sharon Rowley
Court Order/Adoption Assistant
Ph:801-538-9941
Fax:801-538-7012
srowley@utah.gov

Once an adoption is finalized, the court should forward a certified copy of the Report of Adoption to our office. Once the Report of Adoption is received by our office we will mail a letter to the parents and/or attorney with instructions on how to obtain a new birth certificate. The documentation requirements may vary with each request. However, all requests for Vital Records require the correct fee and valid ID. Proof of legal need may also be required. Please allow time to receive your letter instructing you of what is required.

Please refer to individual sections within this packet for more information and requirements for each type of request.

Adoptions, Legitimations and Court Ordered Paternities are processed in our office on Tuesdays and Wednesdays from 8:00 am to 4:00 pm.
The last application is taken at 4:00 pm.

You may submit your request in person on a Monday, Wednesday or Friday and leave cash or check payment. We will process your request the following Tuesday. Please indicate if you would like your request mailed or if you will pick it up. However, you may pay an additional \$25.00 expedite fee to have your request completed while you wait.

Mailed requests take approximately 8-10 weeks to process. This time may increase during the tax season.

Requests for paternity searches, filing of a Notice of Commencement of Paternity Proceedings, Mutual Consent Voluntary Adoption Registry, or requests to open a sealed file may be made Monday through Friday from 8:00 am to 4:00 pm. Waiting times vary by type of request. Every effort will be made to process Adoption Registry and opening sealed file requests on the same day. However, due to the lengthy search process often involved, we do not guarantee these requests can be processed the same day. Please contact the adoption specialist for more information.

This information is current as of July 2014. However, please note that times, fees and employees are subject to change.

1. STEPPARENT ADOPTION

Vital Records requires the following:

A. Certified copy of the Report of Adoption This form must be filled out completely and then filed with the court at the time of the adoption. This form is then forwarded to the Office of Vital Records by the court. Once Vital Records receives the Report of Adoption from the court, a letter is sent to the parents with instructions on how to obtain a new birth certificate.

A certified copy of the Decree of Adoption may only be used in place of the Report of Adoption if the Report of Adoption has been lost or is incorrect. In order for Vital Records to accept the Decree of Adoption, it must state the child's full birth name, birth date, full new adoptive name and new adoptive parents.

NOTE: Please do NOT use all capital letters when filling out this form. Both parent's complete information MUST be included on the Report of Adoption.

B. Completed Application Applications must be filled out completely and include the applicants signature.

C. Letter of Legal Need Attorney's or agencies requesting a new birth certificate on their clients behalf must submit a letter on company letterhead which states the legal reason for requesting the record. (ex. You represent parents in finalization of an adoption) This letter must be signed. The letter may state the required identifying information from the application and be used in lieu of a completed application.

D. Fee of \$60.00, per child, which includes one certified copy of the new birth certificate. Additional copies are \$8.00 each when ordered at the same time.

E. Identification A photocopy of the ID of the person making the request for the new birth certificate. This should be the same person who signs the application and/or signs the letter of legal need.

F. Proof of Marriage A cop[^] of the parent's Utah Marriage License is also required.

(The Non-Identifying Health History forms are **not needed** for Step Parent Adoptions.)

For your convenience we have also included the paperwork you will need to fill out and file at the courthouse.

1. Petition for Adoption
2. Consent to Adoption
3. Father's Consent to Adoption
4. Degree of Adoption
5. Consent to Adoption by Minor Child
6. Agreement of Adoption

WAIT PICK UP MAIL
(after 1 hour)

For Vital Records Only

IMPORTANT

READ REVERSE SIDE PRIOR TO FILLING OUT THIS FORM

VALID ID IS REQUIRED of the person signing the application. See reverse side for more information.

TYPE OF ADOPTION/COURT ORDER

- Two New Parent Adoption
NII Health History
Certified Report of Adoption
- Step Parent Adoption
Certified Report of Adoption
- Family Adoption
NII Health History
Certified Report of Adoption
- Single Parent Adoption
NII Health History
Certified Report of Adoption
- Foreign Adoption
Certified Foreign Report of Adoption -or-
Certified Report of Adoption WITH Certified
Order Establishing Facts of Birth
- Legitimation Paternity
Certified Marriage License AND
Voluntary Declaration of
Paternity signed by both parents
- Court Ordered Paternity
Certified Court Order of Paternity

CHILD'S IDENTIFYING INFORMATION

Child's **ORIGINAL** Birth Name _____
(name on current birth certificate) First Middle Last

Child's **NEW** Adoptive/Court Ordered name _____
First Middle Last

Child's Birth Date _____ Child's Birth Place _____
(City, County, State or Country)

Name of **BIRTH** mother _____
First Middle Maiden Last

PARENT'S INFORMATION (to be listed on the **NEW** birth certificate)

This information is required for ALL adoptions/court orders, including Step-Parent Adoptions and Court Ordered Paternities.

Parent's **FULL Maiden Name** _____
First Middle Maiden Last

Parent's Address at Time of Child's Birth _____

Parent's Birth Date _____ Parent's Birth Place _____

Parent's Full Name _____
First Middle Maiden Last

Parent's Birth Date _____ Parent's Birth Place _____

Adoption/Placing Agency, if known _____

RELATIONSHIP: I am (please check one) Attorney Agency Parent Self Grandparent

Your Signature _____ Date _____

Printed Name _____ Telephone Number _____

Mailing Address _____
City, State and Zip Code

NUMBER OF CERTIFIED COPIES REQUESTED

1 First Copy (\$60.00)
_____ Additional Copies (\$8.00 each)

Total Fee \$ _____

Clerk's Initials _____

PAID: Check Cash Money Order Credit Card

Request # _____

OFFICE OF VITAL RECORDS AND STATISTICS

Application for Certified Copy of Adoption / Court Ordered Paternity / Legitimation or Foreign Adoption Birth Certificate

- ✓ **A birth certificate cannot be issued once a child has been relinquished for adoption and/or a birth parent has consented to an adoption of the child.** This includes issuing to a biological parent. (Utah Code 26-2-22). **A new birth certificate may only be issued once the adoption is finalized.**
- ✓ Utah Vital Records may **only** issue certificates for births that occurred in **Utah** or are a Court Ordered Delayed Foreign Birth filed in a Utah court.
- ✓ **IDENTIFICATION:** Valid ID is required of the person signing this application. (i.e.. Drivers license, passport, government issued ID card)
- ✓ **FEES:** There is a fee of \$60.00 per record which includes one certified copy of the birth certificate. Additional copies ordered at the same time are \$8.00 each. **The new birth certificate cannot be issued until this fee has been received by Vital Records.** If an applicant does not respond to a written request from the Office of Vital Records within **90 days**, the Office of Vital Records may retain all moneys paid.
- ✓ **REVIEW YOUR CERTIFICATE CAREFULLY!** If there is an error on the birth certificate then Vital Records may replace your certificate only up to **90 days** from the date it was issued. **After 90 days you will be required to pay for a new certificate.**

MAILED REQUESTS Please allow 8 weeks for processing.

To order by mail, please return the following:

- Completed and signed application
- Check or money order made payable to **Vital Records**
(We cannot accept credit card payments through the mail)
- Photocopy of requestor's ID (drivers license, etc.)
- Required **certified** court documents not already received by Vital Records (Vital Records will keep the certified copy)

MAILING ADDRESS:

**VITAL RECORDS
PO BOX 141012
SLC UT 84114**

COUNTER REQUESTS

HOURS

Physical Address: 288 N 1460 W, Salt Lake City, UT 84114

**TUESDAY & WEDNESDAY
8:00 am - 4:30 pm**

- You will need **valid identification** and appropriate fees. Valid ID includes drivers licence, passport, or government issued ID card.
- Fill out the application (other side of this form) **COMPLETELY**. Please indicate at the top of the application if you will wait, pick up your request at a later time, or have your request mailed. Please allow one hour to process your request.
- We process counter requests on **Tuesdays and Wednesdays** only. The last request will be accepted at **4:00 pm**. If you prefer, you may drop off your request and it will be processed the following Tuesday or Wednesday (whichever comes first). Please indicate on your request if you are picking it up or having it mailed. If dropping off a request, the fee must be paid by cash, check, or money order. **We cannot accept credit cards for held requests.**

(last request taken at 4:00 pm)

**OFFICE OF VITAL RECORDS & STATISTICS
FEE SCHEDULE
EFFECTIVE JULY 1, 2014**

Initial certified copy of Birth or Voluntary Declaration of Paternity (Abstract) If no record is found, a certificate of search will be issued	\$20.00
Book copy of Birth Certificate (If abstract is available) Births after 1999-no book copy is available	\$25.00
Initial certified copy of Death or Stillbirth If no record is found, a certificate of search will be issued	\$18.00
Affidavit, Court Order Name Change (includes one certified copy)	\$25.00
Cremation/Burial Transit Permit	\$52.00
Disinterment Permit	\$25.00
Burial Transit Permit	\$7.00
Initial certified copy of Marriage, or Divorce (abstract only)	\$18.00
Additional copies for all certificates (must be same record, ordered on same day)	\$8.00
Expedite fee (Counties, Mail & Vital Chek)	\$15.00
Registration and/or preparation of Delayed Birth, Adoption, Legitimation, or Court Order Paternity	\$60.00
Expedite Fee for Delayed, Adoption, Legitimation, or Court Order Paternity (available only as time permits)	\$25.00
Paternity Search (per hour; 1 hour min.)	\$18.00
Adoption Registry	\$25.00
Adoption Registry update (phone and/or address change, etc.)	\$5.00
Hemp Extract Registry	\$400.00
Delay of File Fee (charged for every birth/death certificate registered 30 days or more after the event)	\$50.00

To Order **BIRTH CERTIFICATES** online: silver.health.utah.gov

If the applicant does not respond to a written request from Vital Records within **90 days**, Vital Records may retain all monies paid.



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Utah Department of Health

W. DAVID PATTON, PH.D.
Executive Director

Center for Health Data and Informatics

WU XU, PH.D.
Center Director

Office of Vital Records and Statistics

JANICE HOUSTON, M.P.A.
Office Director

June 6, 2014

RE: Requirements to Receive Vital Records

Agencies and Attorneys:

Every request for a vital record requires a letter written on your company letterhead. The letter **must state the full legal reason** the vital record is needed. The letter must **be signed and include a copy of the signers valid identification**. The letter must specify **by name** any third party picking up the record on the requestors behalf. The third party will be required to provide valid identification also.

Please remember to include a completed application or provide sufficient information stated within your letter for every request.

The identification being used cannot be expired. Acceptable identification includes a driver's license, passport, employment ID or bar card.

Access to vital records is provided for in the Utah Code, Section 26-2-22 and is further specified in Vital Records Rule 436-13-1

Please contact our office if you have any questions.

Sincerely,

Carolyn Woodward
Court Order Specialist
801-538-6363



UTAH DEPARTMENT OF HEALTH OFFICE OF VITAL RECORDS AND STATISTICS

Acceptable Identification List to Obtain Vital Records

Identification is required for all non-public Vital Records. Mailed requests must include an enlarged and easily identifiable photocopy of the back and front of your identification from the list below or your application will be returned. All identification must be current.

PRIMARY

- ✓ Government issued Photo Driver's License
- ✓ Government issued Photo Identification
- ✓ Government issued work ID Employment Card
- ✓ U.S. Military Identification Card
- ✓ Tribal Identification Card
- ✓ Pilot License
- ✓ Alien Registration Card
- ✓ Permanent Resident Card
- ✓ Temporary Resident Card
- ✓ U.S. Passport
- ✓ Foreign Passport
- ✓ U.S. Certification of Naturalization
- ✓ Certificate of U.S. Citizenship
- ✓ U.S. Citizen Identification Card
- ✓ Matricula Consular Card
- ✓ Concealed Weapon Permit
- ✓ Mexican Voter Registration Card
- ✓ Jail/Prison Release Form (with picture)

SECONDARY

- ✓ Work Identification/Paycheck/W-2
- ✓ School, University or College ID Card
- ✓ Voter Registration Card
- ✓ Social Security Card
- ✓ US Military Separation/DD-214
- ✓ Motor Vehicle Registration/Title
- ✓ Marriage License (not issued by Utah State Vital Records)
- ✓ Court Order or Court Documents
- ✓ Jail/Prison documents
- ✓ Probation Documents
- ✓ Property Tax Receipt
- ✓ Veterans Universal Access ID Card
- ✓ Selective Service Card
- ✓ Hunting/Fishing License
- ✓ Insurance cards or documents
- ✓ Medicaid/Medicare Cards
- ✓ Utility Bill
- ✓ Business License
- ✓ Professional License

We cannot accept:

- ✓ Novelty ID Card
- ✓ Driving Privilege Card

If you cannot provide acceptable identification you may have a spouse, parent, grandparent, sibling, or adult child, who can provide appropriate identification request the certificate. Proof of relationship may be required.

Street Address: Utah Department of Health, Vital Records 288 NORTH 1460 WEST SALT LAKE CITY UTAH

Mailing Address: Utah Department of Health, Vital Records P.O. BOX 141012 SALT LAKE CITY UTAH 84114-1012

**UTAH DEPARTMENT OF HEALTH
OFFICE OF VITAL RECORDS AND STATISTICS
REPORT OF ADOPTION**

This document cannot be accepted by the Office of Vital Records if it appears altered in any way.
Please DO NOT use all capital letters when filling out this document.

PART 1. THIS INFORMATION MUST BE ENTERED AS IT IS ON THE ORIGINAL BIRTH CERTIFICATE

Name of Child at Birth _____
(First) (Middle) (Last)

Sex _____ Date of Birth _____ Place of Birth (State or Country) _____

Name of Natural Father _____
(First) (Middle) (Last)

Full Maiden name of Natural Mother _____
(First) (Middle) (MAIDEN Last)

PART 2. THIS INFORMATION IS REQUIRED TO CREATE THE NEW BIRTH CERTIFICATE
 (ALL information below **MUST** be provided or a new birth certificate **cannot** be completed for the child)

CHILD'S NAME AFTER ADOPTION _____
(Do not use all capital letters) (First) (Middle) (Last)

D5 F9 BH

D5 F9 BH

NATURAL **OR** ADOPTIVE
(Check One)

NATURAL **OR** ADOPTIVE
(Check One)

Full MAIDEN Name of Parent (do not list married name) _____
(First) (Middle) (MAIDEN Last)

Full **MAIDEN** name of Parent (do not list married name) _____
(First) (Middle) (MAIDEN Last)

Birth Date _____ Birth Date _____

Place of Birth (State or Country) _____ Place of Birth (State or Country) _____

Residence at time of Child's Birth _____
(City) (County) (State or Country)

Present mailing address and contact information of Adoptive Parents:

(Number and Street) (City) (County) (State) (Zip Code) (Telephone Number) (email address)

Is this a Step-parent Adoption? Yes No
 Is this a single parent adoption? Yes No
 Is this a relative adopting this child? Yes No

Name of Attorney or Agency handling this adoption: _____

Complete Mailing Address: _____
(Number and Street) (City) (State) (Zip Code)

Title _____ Telephone Number _____ Email _____

PART 3. CERTIFICATION FROM DISTRICT COURT (Please DO NOT use all capital letters)

CERTIFICATION OF COURT CLERK I hereby certify that the child described above was adopted on _____ day of
(SEAL MUST BE IN COLOR INK OR EMBOSSED) _____ and is now to bear the name of
(Month) (Year)

S _____
(First) (Middle) (Last)

E as set forth in the decree of adoption made on that date in

A case number _____ in the State of _____

L Signature of Court Clerk _____ Date _____

INSTRUCTIONS

Prompt submission of a properly completed Report of Adoption will expedite the filing of a new birth certificate"

Licensed Agency/Attorney/Parent: Complete Part 1 & 2 on this form. File with the District Court. Do not use all capital letters when filling out this form. All fields must be filled in, even when the natural parent will remain on the new birth certificate.

Clerk of Court: When the final decree of adoption is ordered by the court, the Clerk of Court should complete Part 3. Please ensure the new name of the child is properly reflected in this certification. Forward the document to:

OFFICE OF VITAL RECORDS AND STATISTICS
 PO BOX 141012
 SLC UT 84114-1012

***Please do not forward applications or fees to Vital Records. These items must be submitted by the applicant directly to Vital Records.**

GENERAL INFORMATION

Once the Report of Adoption is received by Utah Vital Records, a letter will be sent to the parents and/or attorney with instructions on how to obtain a new birth certificate. Vital Records may require a certified copy of the Decree of Adoption or other court documents as deemed necessary by the State Registrar.

The original birth certificate, this Report of Adoption and other related information will be placed in a sealed file. This sealed file cannot be further accessed without a court order. A new birth certificate will be created for the adopted child and is filed in place of the original birth record. The new birth certificate will reflect the name of the child as ordered in the Report of Adoption and the information of the adopting parent(s) will replace the information of the natural parent(s). The new birth certificate is similar in form and content as the original record.

Utah Vital Records and Statistics may only register a new birth certificate for children born in Utah or children born in a foreign country whose adoption has been completed or registered in a Utah District Court.

Children born in other states: When the Report of Adoption is received by Utah Vital Records, it will be forward to the listed state of birth.

In order to obtain a new birth certificate, Utah Vital Records will require the following items for each type of adoption:

<p>Step Parent Adoption</p> <ul style="list-style-type: none"> • Certified Report of Adoption • Required fees, ID, application and established legal need 	<p>Two New Parent Adoption, Single Parent Adoption, or Family Adoption</p> <ul style="list-style-type: none"> • Certified Report of Adoption • Non-Identifying Health, Genetic & Social History forms on both natural mother and natural father • Required fees, ID, application and established legal need 	<p>Foreign Adoption:</p> <p>Adoption finalized in foreign country and reported to Utah District Court</p> <ul style="list-style-type: none"> • Certified Foreign Report of Adoption • Required fees, ID, application and established legal need 	<p>Foreign Adoption:</p> <p>Adoption of a foreign born child which has been finalized in Utah District Court</p> <ul style="list-style-type: none"> • Certified Report of Adoption • Certified Order Establishing Facts of Birth • Required fees, ID, application and established legal need
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Current Vital Records fee is \$60.00 per child. This fee includes one certified copy of the new birth certificate; additional copies are \$8.00 each when ordered at the same time. **THESE FEES ARE SUBJECT TO CHANGE.** Please refer to Vital Records for the current fee schedule.

The new birth record will not be created until the fees have been paid and all required documentation has been received by Vital Records.

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah

IN THE MATTER OF THE ADOPTION OF:	}	PETITION FOR ADOPTION
	}	Step Parent
	}	Case No. _____
Minor Child	}	Judge _____
	}	

COMES NOW the Petitioner, _____ and states as follows:

1. Petitioner is a resident of _____ County, State of Utah.
2. The minor child, _____, was born _____ in _____ and is _____ years old.
3. Petitioner is more than 10 years older than the subject child.
4. The natural parent of the subject minor child is: _____ and will consent to the adoption.
5. The natural parent of the subject minor child is: _____.
6. The subject minor child has lived with the Petitioner continuously since _____.
7. The Petitioner and the Child's natural parent are legally and lawfully married.
8. The Criminal Investigation and Human Services Reports will be provided, no placement study should be required.
9. Non-identifying health information is not required.

- 10. The natural mother of the minor child is willing to consent and agree to the Adoption of her child by her spouse, the Petitioner.
- 11. The Petitioner desires to adopt the subject child and fully understands the legal responsibilities that would accompany the adoption.
- 12. The Petitioner desires that the minor child, _____, enjoy all rights under the law as the child of the Petitioner.
- 13. The Petitioner's home is suitable home in which to raise the subject child.
- 14. The Petitioner is financially able to support and educate the subject child.
- 15. It is in the best interests of _____, minor child to be adopted by the Petitioner, _____.
- 16. Upon entry of the Decree of Adoption, a new birth certificate should issue with Petitioner named thereon as the Parent with the child's name to be:
_____.

WHEREFORE the Petitioner respectfully requests:

- 1. That the Court issue a Decree of Adoption allowing the Petitioner to adopt _____, minor child.
- 2. That a new birth certificate be issued identifying the Petitioner as the child's parent with the child's name to be known as:
_____.
- 3. Such other and further relief as the Court deems just in the premises.

DATED this _____ day of _____, 20____.

Petitioner

State of Utah)
County of _____)

On the _____ day of _____, 20____, personally appeared before me, _____, the signer of the foregoing instrument and stated to me that she signed it of her own free will and agreement.

Notary/Deputy Clerk

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah

IN THE MATTER OF THE ADOPTION OF: }	CONSENT TO ADOPTION
_____ }	
Minor Child }	Case No. _____
	Judge _____

I, _____, the Natural Mother/Father of
 _____, minor child, born on _____
 in _____ do hereby give consent that Petitioner:
 _____, may adopt _____,
 minor child and will be legally recognized as the parent of the named subject child.
 I realize that by giving my consent, I AM NOT GIVING UP MY RIGHTS and will
 also be recognized as the legal parent of _____,
 minor child.

DATED this _____ day of _____, 20____.

SIGNED BEFORE ME THIS _____ day of _____, 20____.

HONORABLE _____
District Court Judge

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah

IN THE MATTER OF THE ADOPTION OF: }	Father's Consent to Adoption
_____ }	
Minor Child }	Case No. _____
	Judge _____

DO NOT SIGN THIS DOCUMENT WITHOUT READING IT. IF YOU HAVE ANY QUESTIONS WHATSOEVER, MAKE SURE YOU CONSULT AN ATTORNEY BEFORE SIGNING THIS DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR RIGHTS AS A PARENT. YOU CANNOT REVOKE THIS CONSENT TO YOUR CHILD'S ADOPTION ONCE YOU SIGN THIS DOCUMENT.

I, _____, the undersigned, swear and affirm that:

1. I am the biological father of the above named subject child.
2. I firmly agree that the adoption of my child(ren) named above by the Petitioner _____, is in the best interest of my child(ren).
3. I understand that by signing this consent to adoption that I am relinquishing any and all of my rights as a Parent of the above named child, including but limited to:
 - the right to visitation
 - the right to provide personal guidance and care
 - the right to agency to act of the subject child's behalf
 - the right to notice of any further legal action concerning the subject child
 - the right to revoke this consent or otherwise intervene in this adoption
 - the right to consent to termination of my parental rights.
4. I understand that, upon the final decree of adoption, Petitioner will be legally recognized and known as the subject child's Parent; that the subject minor child will be legally recognized and known as Petitioner's child(ren) and that the subject child may take the family name of the Petitioner.

WHEREFORE,
I, _____, fully understanding the statements made above
and Voluntarily relinquish my parental rights privileges, and responsibilities
for _____, my child(ren); and willing give my
give my consent to this adoption of my child(ren) named above by
Petitioner _____.

DATED this _____ day of _____, 20_____.

Biological Father

NOTARY CLAUSE

STATE OF UTAH)
County of)

_____, personally appeared before me and proved to
me his identity with documentation in the form of _____ and
upon being sworn and under oath, signed the preceding document entitled
FATHER'S CONSENT TO ADOPTION in my presence and acknowledge and affirmed
that the information contained in the document is true to the best of his own personal
knowledge and that he has signed the document voluntarily for its stated purpose.

DATED this _____ day of _____, 20_____.

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah.

IN THE MATTER OF THE ADOPTION OF: }	DECREE OF ADOPTION
_____ }	
Minor Child }	Case No. _____
_____ }	
_____ }	Judge _____

The Petition of _____ for the adoption of the above named child, _____, born _____ came on for hearing on ____ day of _____, 20____, at _____ am / pm before the Honorable Judge _____. The Court having made and entered its Findings of Fact and Conclusions of Law and seeing that this adoption is in the best interests of the minor child.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the minor child, _____, is hereby adopted by _____, the Petitioner herein, and that the name of _____, minor child shall be now known as _____ and the child's birth certificate shall be modified to reflect the Petitioner as the child's parent. Said minor child shall in all respects be treated henceforth by the Petitioner as her lawful child and that she shall share jointly the child's care, custody and control with the child's natural mother _____ and the minor child herein, the relationship of child to parent and parent to child respectively, with all the rights, privileges and

duties of such relationship, including the right of inheritance. No woman other than the Petitioner, has any residual parental rights with respect to the subject child.

The parental rights of the natural father are hereby terminate.

This file shall be sealed and not available for inspection except by further Order of the Court.

DATED this ____ day of _____ 20____

BY THE COURT:

Honorable Judge _____

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah

IN THE MATTER OF THE ADOPTION OF:	}	CONSENT TO ADOPTION BY
	}	MINOR CHILD
_____	}	Case No. _____
Minor Child	}	Judge _____

1. I, _____, the above named minor child, am at least thirteen years old.

2. I fully understand that, upon the final decree of adoption, Petitioner

_____ will be legally recognized and known as my parent; that I will be legally recognized as Petitioner's child; and that I may take the family name of my adoptive parent.

WHEREFORE,

I fully support and voluntarily give my consent to my adoption by the

_____, Petitioner.

DATED this _____ day of _____, 20_____.

Adoptee/Minor Child

DATED this _____ day of _____, 20_____.

Honorable Judge _____

Petitioner

Address

Phone

In the _____ Judicial District Court
In and for _____ County, State of Utah

_____		IN THE MATTER OF THE ADOPTION OF: }	AGREEMENT OF ADOPTION
_____		}	
Minor Child		}	Case No. _____
_____		}	Judge _____

PETITIONER, _____, do by execution of this document, agree and consent as follows:

1. I am the Petitioner in the above-entitled matter.
2. I believe that it is in the best interests of _____, minor child, to be adopted by me.
3. I believe that I am fit and proper person to share in the custody and control of the said minor child.
4. That there already exists a strong bond of love between me and the minor child and I want to continue to support, care, raise and be Father to _____.
5. That it is my desire and will that the said minor child be adopted by me and treated in all respects as my own and lawful child and that the relationship of Parent to child and child to Parent be established between us with all of the rights, duties, promises, obligations and legal consequences thereto, including the right of inheritance.
6. That i understand that foregoing Consent for Adoption and Agreement and I have executed the same voluntarily of my own free will.

EXECUTED in open Court this _____ day of _____, 20_____.

Adopting Parent

SIGNED before me this _____ day of _____, 20____.

Honorable Judge _____