**The Order of the Court is stated below:**
**Dated:** October 07, 2026 09:30:17 PM
**/s/** KASEY L. WRIGHT
District Court Judge

John S. Larsen-12149
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*Attorney for Petitioner*

**IN THE FOURTH DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH**

| | |
|---|---|
| In the Matter of the Children of:<br><br>CARLOS GARCIA,<br>Petitioner,<br><br>and<br><br>BRENDA MONGE,<br>Respondent. | **DECREE OF PARENTAGE, PARENT-TIME AND SUPPORT**<br><br>Case No. 254403398<br>Judge: Kasey L. Wright<br>Commissioner: Marian Ito |

Brenda Monge and Carlos Garcia (*hereinafter* "parties" or individually as "party"), having consulted with their respective counsel of record or having been given the opportunity to consult with counsel, and with the intent to be bound hereby, do represent and state as follows:

## JURISDICTION

**1.** Brenda Monge is a resident of Utah County, State of Utah, and has been for three months immediately prior to filing this action.

**2.** During their relationship the parties have resided in the state of Utah and this court has jurisdiction over Carlos Garcia pursuant to Utah Code 81-4-405.

**3.** The parties have one minor child born as issue of their marriage, to wit: E.G., born May 2021.

**4.** Brenda Monge is the biological and legal mother of the minor child named above.

**5.** Carlos Garcia is the biological and legal father of the minor child named above.

**6.** The Office of Vital Statistics shall be ordered to add the child's biological father, Carlos Garcia, to their birth certificate and other vital records if he is not currently listed thereon.

**7.** Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor child and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

**MINOR CHILD**

**8.** Brenda Monge is receiving public assistance for the dependent child so the State of Utah should be notified and made a party to this action.

**9.** Pursuant to Utah Rule of Civil Procedure 100(a), Brenda Monge states upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

**10.** **Custody**: The parties have historically shared in the day-to-day responsibility and care for the minor child. Therefore, it is in the best interests of the parties' minor child that they shall be awarded joint physical custody.

**11.** It is in the best interests of the minor child that the parties share joint legal custody. A parenting plan is included herein.

**12.** **Parent-Time**: Parent-time shall be as the parties agree. If the parties do not agree, then parent-time shall be shared on a 50/50 basis. Brenda Monge asserts that the statutory requirements of Utah Code §81-9-305 have been met to support the equal parent-time schedule. Regular parent-time should be rotated on a 2-2-5-5 basis. This two-week rotating schedule is represented visually as follows:

| | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** | **Sunday** |
|---|---|---|---|---|---|---|---|
| Wk1 | Mom | Mom | Dad | Dad | Mom | Mom | Mom |
| Wk2 | Mom | Mom | Dad | Dad | Dad | Dad | Dad |

**13.** **Holidays and Summer Parent-Time**: The holiday and summer parent-time visitation shall be as the parties agree. If the parties cannot agree, then holiday parent-time should be consistent with Utah Code 81-9-305 with Brenda Monge being designated as the custodial parent for holiday allocation purposes only.

**14.** The holiday parent-time schedule provided in Utah Code § 81-9-305 is as follows:

| **Even Years** | **Odd Years** | **Holiday and Time** |
|---|---|---|
| Mom | Dad | **Martin Luther King Jr. Holiday**<br>(1) Holiday begins Friday at:<br>a. 9:00 am if school is not in session and the parent can be with the child;<br>b. The time that school is regularly dismiss; or |

| | | |
|---|---|---|
| | | c. 6:00 pm at the election of the parent granted the holiday.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |
| Dad | Mom | **President's Day**<br>(1) Holiday begins Friday at:<br>a. 9:00 am if school is not in session and the parent can be with the child;<br>b. The time that school is regularly dismiss; or<br>c. 6:00 pm at the election of the parent granted the holiday.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |
| Mom | Dad | **Spring Break**<br>(1) Holiday begins at 6:00 pm on the day that school dismisses for spring break.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |
| Dad | Mom | **Memorial Day**<br>(1) Holiday begins Friday at:<br>a. 9:00 am if school is not in session and the parent can be with the child;<br>b. The time that school is regularly dismiss; or<br>c. 6:00 pm at the election of the parent granted the holiday.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |
| Dad | Mom | **Juneteenth National Freedom Day**<br>(1) Holiday begins at:<br>a. 6:00 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not |

| | | |
|---|---|---|
| | | Father's Day; or<br>b. 9:00 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6:00 pm on the day following Juneteenth National Freedom Day. |
| Mom | Dad | **Independence Day - July 4th**<br>(1) Holiday begins on July 3rd at 6:00 pm.<br>(2) Holiday ends on July 5th at 6:00 pm. |
| Dad | Mom | **Pioneer Day - July 24th**<br>(1) Holiday begins on July 23rd at 6:00 pm.<br>(2) Holiday ends on July 25th at 6:00 pm. |
| Mom | Dad | **Labor Day**<br>(1) Holiday begins Friday at:<br>a. 9:00 am if school is not in session and the parent can be with the child;<br>b. The time that school is regularly dismiss; or<br>c. 6:00 pm at the election of the parent granted the holiday.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |
| Dad | Mom | **Columbus Day**<br>(1) Holiday begins at 6:00 pm on the day before Columbus Day.<br>(2) Holiday ends at 7:00 pm on Columbus Day. |
| Mom | Dad | **Fall Break**<br>(1) Holiday begins at 6:00 pm on the day that school dismisses for fall break.<br>(2) Holiday ends at 7:00 pm on the day before school resumes. |

| | | |
|---|---|---|
| Dad | Mom | **Halloween**<br>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>a. At the time that school is dismissed; or<br>b. At 4:00 pm if there is no school.<br>(2) Holiday ends at 9:00 pm on the same day the holiday begins. |
| Mom | Dad | **Veteran's Day**<br>(1) Holiday begins at 6:00 pm on the day before Veteran's Day.<br>(2) Holiday ends at 7:00 pm on Veteran's Day. |
| Dad | Mom | **Thanksgiving**<br>(1) Holiday begins on Wednesday at:<br>a. 6:00 pm; or<br>b. The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 7:00 pm on the night before school resumes. |
| Mom | Dad | **First Half of Winter Break**<br>(1) Holiday begins at:<br>a. 6:00 pm on the day that school dismisses for winter break; or<br>b. The time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 7:00 pm. |
| Dad | Mom | **Second Half of Winter Break**<br>(1) Holiday begins on December 27th at 7:00 pm<br>(2) Holiday ends at 7:00 pm on the night before school resumes. |
| Mom | Dad | **The day before or after child's birthday** |

| | | |
|---|---|---|
| | | (1) Holiday begins at 3:00 pm<br>(2) Holiday ends at 9:00 pm |
| Dad | Mom | **Child's actual birthday**<br>(1) Holiday begins at 3:00 pm<br>(2) Holiday ends at 9:00 pm |
| Dad | Dad | **Father's Day**<br>(1) Holiday begins on Father's Day at 9:00 am<br>(2) Holiday ends on Father's Day at 7:00 pm |
| Mom | Mom | **Mother's Day**<br>(1) Holiday begins on Mother's Day at 9:00 am<br>(2) Holiday ends on Mother's Day at 7:00 pm |

**15.** **Transportation**: Wherever possible, parent-time exchanges shall occur through the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/daycare and the parent beginning their parent-time picks the child up from school/daycare. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur curbside. In a curbside exchange, the retrieving parent should remain within an arm's distance of their vehicle and the other parent should remain within an arm's distance of their home. The parties are restrained from speaking to one another during the exchange. The parties should be mindful of the importance of promptness when parent-time exchanges occur outside of the child's school/daycare.

**16.** If either party is unavailable to personally transport the child for a parent-time exchange, they may designate an appropriate and responsible person to provide said

transportation. If a third party is providing transportation for the child, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.

**17. Right of First Refusal**: Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the child than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than four (4) hours, including overnight, they should have the right of first refusal. A parent exercising the right of first refusal should be solely responsible for picking the child up and dropping them back off.

**18. Virtual Parent-Time**: Both parents shall allow the minor child unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

**19. Drugs and Alcohol**: The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor child is in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it should be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

a. The parent who submits to an observed 7 panel drug test or hair follicle test should instruct the testing facility to release copies of the results to the requesting parent and should execute any release forms required by the testing facility to effectuate this release of results.

b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test should immediately reimburse the requesting parent for the cost of the test. Furthermore, that parent should be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

**20. Address and Phone Number**: The parties shall keep each other informed of their address and telephone number at all times.

## CHILD-RELATED FINANCES

**21. Child Support**: Brenda Monge is employed full-time and earns a gross monthly income of $3,553 for purposes of calculating child support. Carlos Garcia is employed full-time and earns a gross monthly income of $4,500 for purposes of calculating child support. The joint custody worksheet was used to calculate child support, awarding Brenda Monge 183 overnights and Carlos Garcia 182 overnights. Pursuant to Utah Code 81-6-203 and the joint custody worksheet, the minimum amount Carlos Garcia should be ordered to pay child support to Brenda Monge for the parties' child is $63.00, starting January 1, 2026 (Carlos has already paid child support for July and August 2026). Carlos shall pay his support obligations to Brenda through Zelle.

a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year 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 in accordance with Utah Code 80-7-105.

b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.

d. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

**22. Arrears:** Brenda has a claim against Carlos for child support arrears of $606.00 from January 1, 2026 to June 20, 2026. However, Brenda will waive this claim in return for Carlos waiving his claim against Brenda for her share of unpaid child health insurance premiums through July of 2026.

**23. Medical Insurance Coverage**: The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child.

**24.** If at any time the child is covered by the insurance plans of both parents, Brenda Monge's plan should be designated as primary coverage and Carlos Garcia's plan should be secondary coverage for the child. *Utah Code 81-6-208(3)(c)*.

**25.** If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

**26.** If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

a. Reasonableness of the cost;

b. Availability of a group insurance policy;

c. Coverage of the policy; and

d. Preference of the custodial parent.

**27.** The party who carries the insurance on the child should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

**28.** **Medical Insurance Premiums**: In accordance with Utah Code 81-4-501(2)-(4), both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for

the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor child of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.

**29.** Carlos is currently providing health insurance for the child at $239.12 per month. Carlos and the child are the only two people on the policy. Brenda's monthly share of the insurance premium for the child is currently $59.78. Carlos may deduct Brenda's share of the child's health insurance premium from his monthly child support payment.

**30.** **Out-of-Pocket Medical Expenses**: Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

**31.** Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor child should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses

may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. *Utah Code 81-6-208.*

**32. Notice to Medical/Dental Expense Creditors**: Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

a. Each party should send a copy of the Decree of Paternity to the creditor of the particular medical or dental expense of the minor child;

b. Notify the particular creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a

parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

**33. Childcare**: Each party shall be responsible and liable for one-half of the reasonable out of pocket childcare costs actually incurred each month as a result of the parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner. *Utah Code 81-6-209*. The parties shall provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes. The parties further agree to the following:

a. Each parent shall apply for any childcare assistance or subsidy for which he or she may be eligible.

b. Any approved childcare assistance or subsidy shall be applied to the daycare expense before allocation between the parties.

c. After all applicable assistance has been applied, the remaining daycare balance shall be divided equally, with each parent responsible for 50% of the remaining cost.

d. The parties shall utilize split billing and/or direct payment arrangements with the daycare provider whenever available, so that each parent pays his or her respective share directly to the provider, thereby eliminating the need for reimbursements between the parties.

e. If either parent's childcare assistance or subsidy eligibility changes, the remaining daycare balance shall be recalculated, and each parent's share shall adjust accordingly.

**34.** The parties agree that they will change childcare providers to A to Z Building Blocks Early Care and Education (in Orem).

**35.** Brenda has a claim against Carlos for unpaid work-related childcare costs through July 31, 2026. Carlos shall pay Brenda $400.00 within 3 days of signing the Stipulation to settle this issue.

**36.** **Taxes**: The parties should alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating their State and Federal income taxes, beginning with Carlos Garcia claiming the child for tax year 2025 and all future years ending in an odd number, and Brenda has 2026 and all future years ending in an even number.

**37.** The party obligated to pay child support ability to claim the exemption/credits for the minor child should be conditioned on his/her being current on December 31st of that tax year in his/her support obligations.

**38.** Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

**39.** **Extracurricular Activities**: If the parties have agreed in writing to the child's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the child's participation in an extracurricular activity during their parent-time if they did not agree to the child's involvement.

**40.** **Education-Related Expenses**: The parties should be equally responsible for any and all of the child's required educational-related expenses. Said expenses include, but are not limited

to: enrollment fees, uniforms required by a school, school supplies, tutoring, field trips, school lunches, and any other school-related activities. This provision does not apply to private school costs and expenses.

## PARENTING PLAN

The following terms should be entered as a parenting plan.

**41.** **Mutual Restraining Order**: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

**42.** The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

**43.** **Communication**: Each party is restrained from using the minor child as a messenger for any purpose. The parties shall share all information about the child regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the child shall be provided to the other parent as soon as practical.

**44.** The parties will communicate only regarding issues relative to the welfare of the minor child. All communications will be sent through text message or email. The parties may call one another directly only in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending unnecessary messages to one another and will limit their

messages to important and necessary child related questions/information only. Each party will make their best efforts to respond to any messages within 24 hours.

**45.** **Child Rearing**: The parties shall focus their attention on conversations about the child rather than each other. The parties shall encourage the child to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental to the child's development.

**46.** In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: While the child is under eight years of age, bedtime for the child should be at eight-thirty pm on school nights with a thirty-minute window of leniency.

**47.** **Medical Information**: Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

**48.** **Educational Information**: Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

**49.** **Notice of Activities**: Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

**50.** **Decision-making**: All major decisions concerning the child, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

a. Identify the issue

b. Develop possible solutions

c. Choose the most sensible solution that considers the needs and interests of everyone involved

**51.** **Tie-Breaking Procedure**: The parties shall discuss all major decisions concerning the child including her health, education, and general welfare, daycare, medical and dental treatment, and therapy. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties reach an impasse, they shall attend mediation prior to seeking court intervention.

**52.** **Emergency Medical Decisions**: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

**53.** **Day-to-Day Decisions**: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

**54. Implementation of Treatment**: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the child as prescribed by a doctor.

**55. Religion**: The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the child and are likewise free to refrain from being affiliated with a religion. If the minor child express interest in learning about other religions, the parties shall support the same.

**56. Out-of-State Travel**: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

**57. Relocation**: The parties will follow the notice provisions of Utah Code 81-9-209.

**58. Tattooing, Body Piercing, and Permanent Cosmetics**: Neither parent will or allow others to permanently change the appearance of the child's body, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

**59. Corporal Punishment**: The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

**60. Mediation Before Litigation**: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before filing a petition to modify the Decree. Enforcement actions may be filed directly with the court without mediation

## MISCELLANEOUS

**61. Mutual Restraining Order**: The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

**62. Romantic Partners**: The parties shall not have romantic or unrelated opposite sex guests spend the night while the child is present unless they are in a serious relationship (dating for more than three months), engaged, or married.

**63. Delivery of Documents and Duty to Sign Documents**: Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Paternity entered by the court. Should a party fail to execute a document within 90 days of the entry of their decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

**64. Interpretation/Applicability**: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

**65. Severability**: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

**66.** **Disclosure**: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

**67.** **Full Settlement**: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for custody. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' child.

*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE TOP OF THE FIRST PAGE.

Approved as to content and form

_____

Jamin Seegrist

*Attorney for Respondent*

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE**

TO: Brenda Monge

Respondent

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing ORDER to the Fourth District Court for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is field prior to that time.

DATED and SIGNED this 18th day of August 2026.

/s/ John S. Larsen

*Attorney for Petitioner*

**CERTIFICATE OF SERVICE**

I do swear that the foregoing document was mailed to the undersigned individual this 18th day of August 2026:

Jamin Seegrist
*Attorney for Respondent*

/s/ John S. Larsen
JOHN S. LARSEN