The Order of the Court is stated below:
Dated: November 17, 2026 01:41:28 PM **/s/** SHAWN R HOWELL
District Court Judge

Ryan J. Schriever (Bar No. 10816)
Jill S. Bohn (Bar No. 61055)
SCHRIEVER LAW FIRM
174 South Main Street
Spanish Fork, Utah 84660
Telephone: (801) 574-0883
Fax: (435) 294-3730
jill@schrieverlaw.com
Counsel for Karen Lexxis Tischner

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH, NEPHI DEPARTMENT

IN THE MATTER OF THE CHILD OF: **KAREN LEXXIS TISCHNER**, Petitioner, and **RAUL LICEA**, Respondent, Office of Recovery Services.	**ORDER ON PARENTAGE, CUSTODY, AND CHILD SUPPORT** Case No. 244600067 Judge Shawn R Howell Commissioner

This matter comes before the Court pursuant to the bench trial on January 13, 2026. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE and DECREE as follows:

1. Petitioner is a bona fide resident of Juab County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

2. The parties were never married.

3. Petitioner is the mother of the minor child.

4. Respondent is the father of the minor child.

5. The parties have the following minor child together: R.J.L, born February 9, 2024.

6. Jurisdiction and venue are proper in this Court because Utah is the child's "home state" because the child has lived here at least six (6) months immediately prior to the filing of this action.

PARENTING PLAN

7. **Legal Custody.** The parties are awarded joint legal custody of the minor child and use the terms herein and Utah Code Ann. §81-9-202 as a parenting plan and be bound to abide thereby. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the child's life regarding health, safety, religion, and education. If the parties are unable to agree after making a good faith effort to reach a mutual decision, Petitioner shall have final decision-making authority. The parties will keep each other informed of the activities, events, and appointments in the child's life.

8. **Decision-Making and Dispute Resolution**. Each parent has the right to make day-to-day decisions concerning the child while in the care of that parent. Each parent also has the right to make emergency decisions regarding the child's safety or health while in the care of that parent. For all other decisions regarding the child, the parties shall comply with the following dispute resolution plan:

Step 1: The parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties shall communicate with each other and discuss the issue(s) before either parent makes a decision.

Step 2: If the parties cannot agree after making a good faith effort to reach a mutual decision, the Petitioner shall have final decision-making authority regarding the disputed issue(s). Respondent may request mediation regarding the disputed issue(s).

Unless both parties mutually agree to waive this requirement, both parties shall attend mediation in good faith with a mutually agreed-upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

Step 3: If the parties are still unable to agree, then either party may seek a court order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the child.

9. **Communication with the child**. Each parent shall be entitled to enjoy liberal telephone, Skype, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places. Each parent shall provide access to the child while in his or her care to facilitate such communication. Further, the child may choose to initiate communication with either parent at any time of the child's choosing. Neither parent shall speak derogatorily about the other parent to the child (either in person, over the phone or in writing) or to another person within the hearing or in the presence of the child. Neither parent shall allow any third party to speak derogatorily about the other parent within the hearing or in the presence of the child.

10. **Communication between parents**. Each parent shall notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child. Each parent shall provide the other with a current address, phone number and email address within 24 hours of any change. Each parent shall provide the other with the name and contact information for any surrogate care providers for the child. Whenever either parent intends to travel out of the state with the child, he or she shall provide the other parent with an itinerary of travel dates and locations. All communications between the parties shall be civil, and neither parent shall threaten, harass, or speak derogatorily or crudely to the other parent.

11. **Participation**. Both parents shall be entitled to attend and participate as appropriate in any significant school, social, sports, religious or community functions in which the child is participating or being recognized.

12. **Access to records**. Each parent shall be entitled to complete access to all educational, medical, religious or other records of the child. Each party should be listed as a parent for purposes of school contact or medical care provider contact for the child.

13. **Physical Custody**. The parties are awarded joint physical custody of their minor child, with each parent exercising equal parent-time on a fifty-fifty (50/50) basis. Petitioner's residence shall be designated as the child's primary residence for school enrollment and other legal purposes. The parties shall exercise parent-time according to a mutually agreed-upon schedule that provides each parent with substantially equal overnights.

14. **Transportation**. The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time will pick up the child at daycare/school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child off at daycare/school, if daycare/school is in session at the time for the exchange). A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the sending parent and the child are aware of the identity of the individual, and the receiving parent will be with the child by 7:00 PM. See Utah Code section 81-9-302(7).

15. **<u>Holidays</u>**. For children under 5 years old, the holidays should be as the parties agree. The Petitioner shall have the child for the Thanksgiving and Christmas holidays in the year of 2026. If the parties cannot agree, the holidays will be according to Utah Code §81-9-304 as follows:

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day.	Even years	Odd years
Spring Break	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of	Even years	Odd years

	the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or	Even years	Odd years

	(b) at 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at 5:30 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Odd years	Even years

16. **Summer**. Extended summer parent time will be pursuant to Utah Code Section 81-9-305. Notice of a parent's extended parent-time shall be communicated on or before April 15 of each year. If both parties want extended parent-time during the same time of the summer, the Petitioner shall have priority in even years and the Respondent shall have priority in odd years. If only one parent communicates their extended parent-time prior to April 15, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before April 15, then the parent who communicates their parent time first shall have priority for their

extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

17. **Right of First Refusal**. Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the other parent, if willing and able to transport the child, to provide the childcare. Utah Code 81-9-202(13)(a)-(b) "Surrogate care" means care by any individual other than the parent of the child. Utah Code 81-9-101(16). Each party shall have the first right to provide care for the minor child before non parties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party's availability to provide such, when such care is needed for 8 hours or longer.

18. **Relocation.** If either parent subsequently moves more than 150 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code section 81-9-209, including providing 60 days advance written notice of the intended relocation to the other parent. Either parent may then motion the court to review custody and parent-time pursuant to Section 81-9-209. However, the parties shall use their best efforts to come to an agreement as to custody and parent-time, either on their own or through mediation, prior to filing a motion with the court.

19. **Travel**: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be

reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

20. **Modification**. Neither parent may initiate court action to modify the provisions of this Parenting Plan without making a good faith effort at mediation. Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

21. **Mutual Restraining Orders**: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Neither party will interrogate or "pump" the child for information about the parent's parent time or regarding the potential significant relationships of the other party. Both parties should be restrained from making visitation arrangement through the child. Neither party shall use corporal punishment as a form of discipline on the child. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. For the preceding sentence, "alcohol in excess" shall be defined as using alcohol

in excess of the legal driving limit in the State of Utah. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

FINANCIAL SUPPORT OF THE CHILD

22. Karen Lexxis Tischner has a gross monthly income of $3,467.00. Raul Licea has a gross monthly income of $3,727.00. Effective January 13, 2026, child support is awarded to Petitioner in the amount of $24.00 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month. Either party may bring the Order to the Office of Recovery Services to begin automatic withholding for child support.

23. Each party shall notify the other within thirty (30) days of any change in his or her monthly income.

24. The court's child support order may be subsequently modified pursuant to the provisions of Utah Code section 81-6-212, as applicable.

25. Pursuant to the Child Support Guidelines, the base monthly child support award is automatically adjusted or terminated when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

26. **Childcare Expenses.** Utah Code Section 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs

childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements with nominal or no charge. Utah Code Section 81-9-202(13)(c). A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

27. **Insurance coverage**. Health care coverage for the medical expenses of any minor child shall be provided by Petitioner. See Utah Code 81-6-208. "Health care coverage" means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage. See Utah Code 81-6-108(14). Petitioner shall provide insurance for the medical expenses of their minor child if such insurance is available to that parent at a reasonable cost. See Utah Code 81-6-208(3)(b). Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child' s portion of insurance. See Utah Code 81-6-208(3)(d). The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit

against the base child support award or recover the other parent's share of the child's portion of the premium.

28. **Designation of Primary Insurance**. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent shall be secondary coverage for the dependent child. If a parent marries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the married parent and shall retain the same designation as the primary or secondary plan of the dependent child.

29. **Medical and Dental Out-of-Pocket Costs**: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments. Utah Code 81-6-208(3)(e). A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. See Utah Code 81-6-208(10). If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. Utah Code 81-6-208(10)(d).

30. **Division of Accounts**: Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Child Custody and Support Order at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

31. **Extracurricular Expenses:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which both parties agree in writing that the minor child may be involved. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

32. **School Expenses**: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the

same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

33. **Tax Filing Assignment**: Petitioner, Karen Lexxis Tischner, shall be entitled to claim the parties' minor child for federal and state income tax purposes for the 2025 and 2026 tax years. Respondent, Raul Licea, shall be entitled to claim the minor child for the 2027 tax year. Beginning with the 2028 tax year, Petitioner shall claim the minor child in even-numbered years, and Respondent shall claim the minor child in odd-numbered years.

In consideration of Petitioner claiming the minor child for the 2025 tax year, Respondent shall receive a credit of $2,200.00 against the $9,226.00 judgment awarded to Petitioner for past childcare and medical expenses, resulting in a final judgment of **$7,026.00 owed by Respondent to Petitioner**. Said judgment may be collected through the Utah Office of Recovery Services (ORS), or the parties may mutually agree to an alternative payment arrangement.

The parties shall cooperate in executing any documents reasonably necessary to effectuate the tax filing provisions herein, subject to applicable federal and state tax laws. Each party's entitlement to claim the minor child shall be subject to the requirements of Utah Code §81-6-210, as applicable, and applicable federal tax law

MISCELLANEOUS PROVISIONS

34. **Documentation Cooperation**: Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

35. **Mediation**: Prior to or concurrent with a Petition to Modify being filed to change any provision of a final Child Custody and Support Order, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

36. **Attorney Fees**: Each party will pay his or her respective attorney fees.

IT IS SO ORDERED.

Approved as to form:

_____
Pro Se Respondent

The judge's signature will appear at the top of the first page of this document.

NOTICE OF TIME TO OBJECT

The undersigned certified that the foregoing Findings of Fact and Conclusions of Law was served to Respondent at rlicea585@gmail.com for review and approval as to form pursuant to Rule 7 on the 22nd day of October, 2026. If no written objection is received within 7 days, the Findings of Fact and Conclusions of Law will be filed with the Court for signature.

/s/ Kaisa Candland
_____
Paralegal

CERTIFICATE OF SERVICE

The undersigned certifies that on the 2nd day of November 2026 she filed the foregoing ORDER ON PARENTAGE CUSTODY AND CHILD SUPPORT using the Court's electronic filing system that automatically generated notice to the following:

Raul Licea
Pro Se Respondent
****Accepts URCP Rule 5 Service via MyCase*

/s/ Kaisa Candland
_____
Paralegal