

The Order of the Court is stated below:

Dated: June 12, 2026
11:55:09 AM

/s/ **BLAINE RAWSON**
District Court Judge



Ammon G. Nelson (13817)
Michael Forsberg (11647)
Rebecca Buck, LPP (61034)
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Attorney for Respondent

**IN THE SECOND DISTRICT COURT OF DAVIS COUNTY, STATE OF UTAH,
FARMINGTON DEPARTMENT**

IN THE MATTER OF THE PARENTAGE OF
THE CHILD OF:

RENE ARTURO ESPARZA,

Petitioner,

and

FELICIA MONIQUE GREEN,

Respondent.

**DECREE OF CUSTODY, VISITATION,
AND SUPPORT**

Case Number: 244901741

Judge: Camille Neider

Commissioner: Brandon Richards

The Petitioner filed a Verified Petition for Parentage on December 18, 2025. The Respondent filed her Answer and Counter Petition on January 12, 2026. The parties agree to a Decree of Custody, Visitation, and Support as set forth in the Stipulation filed on May 26, 2026, and to resolve all outstanding issues in this case. The Court, having reviewed the Stipulation, and

having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby **ORDER, ADJUDGE, AND DECREE AS FOLLOWS:**

JURISDICTION

1. Respondent was an actual and bona fide resident of Davis County, State of Utah for more than three (3) months prior to filing this action.
2. This Court has jurisdiction over the Respondent's claims pursuant to UTAH CODE ANN. §78A-5-102 and UTAH CODE ANN. §81-4-402 and §81-4-405.
3. This court has jurisdiction over the minor child pursuant to Utah Code §81-11-201, et seq.
4. Utah is the "Home State" of the minor child pursuant to Utah Code 81-11-101, et al, because the children lived with Respondent in the state of Utah for at least six consecutive months immediately before the commencement of this proceeding.
5. Pursuant to Utah Code §81-11-205, Respondent is unaware of any other proceedings regarding custody of the child.
6. Pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 81-11-101, et seq., and the Uniform Interstate Family Support Act, Utah Code § 81-8-101 et seq., Respondent is unaware of any person who is not a party to these proceedings who claims to have custody, child support, and/or parent-time or visitation rights with respect to the minor child.
7. Pursuant to Utah Code §81-6-106(2)-(3), Respondent does not receive public assistance in the form of Medicaid for the children pursuant to Utah Code

Title 26 Chapter 18; and Supplemental Nutrition Assistance for the child pursuant to United States Code Title 7 Chapter 51.

GROUND

8. The parties are unmarried, and were involved in an intimate relationship which resulted in the birth of the minor child R.L.A.E.

CHILDREN

9. There has been one minor child born to the parties to wit: R.L.A.E., born 03/03/2019.

10. Respondent, Felicia Monique Green, is the biological and legal mother of the child.

11. Petitioner, Rene Arturo Esparza, is the biological father of the minor child and is listed on the minor child’s birth certificate.

CUSTODY AND PARENT-TIME

12. The parties are fit and proper parents to be awarded the joint legal care, custody and control of the minor child.

13. The parties are fit and proper parents to be awarded the joint physical care, custody and control of the minor child, with the Petitioner to exercise his parent-time as agreed upon by the parties. If parent-time cannot be agreed upon by the parties, parent-time shall be pursuant to Utah Code § 81-9-305, illustrated as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Dad	Dad	Mom	Mom	Mom	Mom	Mom

Week 2	Dad	Dad	Mom	Mom	Dad	Dad	Dad
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14. Respondent's residence shall be designated as the primary residence, and the minor child shall attend school based on Respondent's residence.

15. If the child care center is closed while Petitioner is at work, Respondent shall have the option to exercise the right of first refusal. If the Respondent picks up an extra shift at work, the Petitioner shall have the option to exercise the right of first refusal. If the child has pre-planned play dates/sleepovers during that time, both parties agree to allow the play date/sleepover in lieu of the right of first refusal.

16. The parties shall communicate important dates, times and/or appointments or final decisions via text message as well as casual talking or planning, pictures, etc. The parties shall continue to use Facebook messenger and shall use a shared Google calendar to share dates and the child's school app for school associated things.

17. The parties shall take note the Utah Code §81-9-202 contains additional advisory guidelines which shall govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties.

18. Holiday parent-time shall be as the parties can agree. If the parties cannot agree, holiday parent-time shall be pursuant to §81-9-305 with Petitioner being designated the custodial parent for determination of holidays. The parent who

does not have the minor child on her birthday that year, shall be allowed to see the child for two (2) hours on her birthday.

19. Pursuant to Utah Code §81-9-202(19), for emergency purposes, whenever a minor child travels with either parent outside of the normal, thirty (30) mile radius or stays overnight outside of the usual travel, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

20. In the event either party decides to relocate their residency from the State of Utah or 150 miles or more from the residence where the party lived at the time the Decree of Custody, Visitation and Support was entered, the relocation statute, Utah Code §81-9-209 shall apply, unless other arrangements are agreed upon by the parties. However, in the event such relocation is within the State of Utah, or is less than 150 miles, the parties shall each provide the other party thirty (30) days notice prior to the relocation.

21. In the event either party decides to relocate their residency more than 50 miles from the minor child's school, they will provide the other parent with 30 days notice and attend mediation regarding modifying parent-time after which, if the parties do not agree the issue may be brought before the Court.

22. Pursuant to Utah Code §81-9-203 a parenting plan is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

SUPPORT PAYMENTS

23. It is reasonable and proper that the Petitioner be ordered to pay the Respondent a sum of not less than the statutory amount per month as provided in Utah Code §81-6-104 and §81-6-302 for child support.

24. The parties shall be required to immediately exchange income and wage verification.

25. Presently, Respondent is employed by Medvet earning \$21.65 per hour.

26. Presently, Petitioner is employed by South Ogden Dental Group and earning \$20.00 per hour.

27. Calculated at 40 hours per week for both parties, the gross monthly income for Petitioner is \$3,467.00 and for Respondent \$3,471.00, based on the uniform child support worksheet, Petitioner shall pay to Respondent the monthly sum of \$8.00, effective on the date of filing of the Petition for Decree of Custody, Visitation, and Support, as and for child support, and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class. Due to the negligible child support award, the \$8.00 shall be deducted from Respondent's portion of the minor child's insurance premium owed to Petitioner along with one-half of the smart watch bill, only after Petitioner provides proof of the child's portion of the insurance premium to Respondent. Child Support Worksheet attached hereto and incorporated herein as **Exhibit "B"**.

28. The parties shall equally share all expenses for extracurricular activities for the minor children so long as the activity is agreed upon by each party in writing.

29. The minor child shall be allowed to remain in Girl Scouts, and both parents shall make the child available for any scheduled Girl Scout activities the minor child wishes to attend. Any Girl Scout fees or expenses will only be shared by the parties if it is in writing.

30. The child support order shall require that each party is responsible for work-related, or occupational related, child care expenses as incurred by that party. Child care expenses may be shared equally by both parties with written agreement of the parties.

31. If an actual expense for child care is incurred, a party shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

32. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within ten (10) calendar days of the date of the change.

33. The parties shall equally share in the costs of the child's expenses including school fees (excluding school lunches), cell phone, car insurance, etc. with Mother paying fifty-percent (50%) and Father paying fifty-percent (50%). Both parties shall split equally the volunteer hours required by the minor's child's school for her attendance.
34. Any clothing sent with the minor child during parent-time will return with the minor child following parent-time.
35. Whether or not delinquency has occurred, the Decree of Custody, Visitation and Support shall include an order that the Respondent may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations consistent with Utah Code §62A-11-414 and Utah Code §62A-11-504(3)(a).

HEALTH INSURANCE

36. The parties shall be ordered to obtain health and medical insurance for their minor child through their place(s) of employment, if it becomes available and at a reasonable cost.
37. Each party shall equally share the out-of-pocket costs of the premium paid for the child's portion of the insurance. This is to be calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of one child. Each party is to pay for one-half (1/2) of any out of pocket costs, including deductibles, for such essential

medical or dental services or prescriptions related thereto that are not paid by the insurance provider.

38. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party is ordered to make their portion of those payments or make arrangements to do so within fifteen (15) days of receipt of the documentation supporting required participation.

39. In the event either party enrolls the minor children in a High Deductible Health Plan (HDHP), or a plan with a deductible exceeding \$1,000 per individual, the parties agree to perform an annual financial reconciliation of all healthcare-related costs to ensure equitable treatment. By January 31st of each year following a year where such coverage was in effect, the parties shall exchange documentation of:

- a. The total health insurance premiums actually paid by each party for the minor children, excluding any portion covered by an employer.
- b. The total unreimbursed out-of-pocket medical, dental, and vision expenses actually paid by each party.
- c. Any employer contributions made to a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA) used for the children's expenses.

The parties will then be required to make any necessary payments, by March 1st of each year, to equalize (50/50 split) the "Yearly Total Healthcare Cost" defined as: (Premiums paid for the benefit of the minor children by Parent A + Premiums paid for the benefit of

the minor children by Parent B) + (Out-of-Pocket Expenses paid by Parent A for the benefit of the minor children + Out-of-Pocket Expenses paid by Parent B for the benefit of the minor children) – (Employer HSA/HRA Contributions).

NOTICE TO MEDICAL EXPENSE CREDITORS

40. Pursuant to Utah Code §§15-4-6.7, and 81-3-105, when a Court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code §§81-4-501, 81-4-204 or 78B-12-212 (1953 as amended) or an administrative order under Utah Code §62A-11-326, a creditor who has been provided with 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 medical and dental expenses required to be paid by the parent under the order.

Therefore, each party shall:

- 41.** Send a copy of the Court order referenced above to the creditor of the particular medical expense of the particular minor child;
- 42.** Notify the particular creditor of that parties' current address;
- 43.** 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.

MINOR'S TAX DEPENDENCY STATUS

44. The Respondent shall be entitled to claim the minor child for income tax deduction purposes, both State and Federal, for the tax years 2026 and 2027 as provided in Utah Code §81-6-210. In 2027, Respondent shall pay to Petitioner the sum of \$1,000.00 from the tax refund that year. Petitioner shall be entitled to claim the minor child for income tax deduction purposes each and every even year beginning for the tax year 2028, as provided in Utah Code §81-6-210. Respondent shall be entitled to claim the minor child for income tax deduction purposes, both State and Federal, each and every odd year beginning for the tax year 2029, as provided in Utah Code §81-6-210.

ATTORNEY'S FEES AND COSTS

45. Parties shall each pay their own attorney fees and costs, however Petitioner shall pay to Respondent the sum of \$500.00 towards the cost of preparing the final documents. This shall be paid within thirty (30) days of the entry of the Decree of Custody, Visitation, and Support.

MISCELLANEOUS PROVISIONS

46. Each party shall be restrained from drinking alcohol while the minor child is in their care or immediately prior to parent-time, and each party shall be restrained from driving while under the influence with the minor child.

47. The parties shall be restrained from consuming illegal drugs or non-

prescribed prescription drugs, or abusing prescription drugs at any time.

48. 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 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, otherwise the type of test will be determined by the parent making the request. 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 will 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 a requested drug 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), or a test is considered positive because a parent fails to test as required, 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.

49. Each party shall be restrained from harassing, stalking, disparaging, vilifying or demeaning the other party in the presence of the minor child or allowing any third party to do the same.

50. The parties shall be restrained from talking about the case or each other in front of the minor child and allowing third parties to do the same.

51. Each party shall be ordered to take any action or to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Custody, Visitation and Support entered by the Court.

JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE.

RULE 7 NOTICE TO PETITIONER

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Custody, Visitation, and Support to the Judge of the above-entitled Court for his signature, upon the expiration of seven (7) days from the date this Decree of Custody, Visitation, and Support is mailed to you, and after allowing seven (7) additional days for mailing or upon written objection.

DATED this 26th day of May, 2026.

AMMON NELSON LAW, PLLC

/s/Michael Forsberg
Michael Forsberg

Attorney for Respondent

DATED this 8th day of June, 2026

Approved as to form and content:

/s/Rene Esparza (with email permission)

Rene Esparza

Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of May, 2026, I sent a true and correct copy of the forgoing **DECREE OF CUSTODY, VISITATION, AND SUPPORT** by the indicated method(s) and to the following individual(s) by the method(s) indicated:

Rene Esparza

Petitioner

Via Email

rene.esparza.23oyf@gmail.com

/s/ Rebecca Buck, LPP