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SECOND JUDICIAL DISTRICT COURT – FARMINGTON
DAVIS COUNTY, STATE OF UTAH

In the Matter of the Child of:

MICHAEL SHUMWAY,
Petitioner,

and

SAGE STRONG,
Respondent.

**DECREE OF CUSTODY,
PARENTAGE, AND SUPPORT**

Case No.: 264700177

Comm.: WINKLER

Judge: BEAN

This matter came before the Court following the parties' Stipulation and Settlement Agreement ("Stipulation") which resolves all pending issues in this case. Petitioner Michael Shumway ("Michael") is represented by Jonathan Felt. Respondent Sage Strong ("Sage") is represented T. Christopher Wharton. The Court adopts the Parties' Stipulation and hereby enters the following:

- 1. Child.** Petitioner and Respondent are the legal parents of one (1) minor child: H.S., born January 3, 2025, in Davis County, Utah. There are no other

minor children between the parents and none are expected.

2. Legal Custody. The parents are awarded joint legal custody. Each parent shall have equal authority to make day-to-day decisions when the child is in their care. Either party shall have equal authority to make emergency medical decisions for the child as long as notice and all pertinent information is informed as soon as possible. Major decision affecting the child-including (but not limited to), such as where the child will attend school, selection of health care providers, major health needs, whether the child needs counseling, psychologists, or special education services, religious affiliation, driver's licenses, automobile ownership, and permanent changes in physical appearance – shall be discussed in advance between the parents and the parents will first make a good faith effort to reach an agreement. If the parents cannot agree, the parents shall follow the provisions below:

a. Decision-making Procedure:

Step 1: Each parent shall notify the other of their position and the reasons supporting their position in writing (text message or OFW shall be considered a writing). Both parents shall acknowledge the concerns raised and give sincere, good faith consideration of the other parent's position. The parents shall then meet to discuss the matter one-on-one (with no others present) and preferably in-person. In that meet, both parents shall make best efforts to listen and understand the other's perspective.

Step 2: If the parents are still unable to reach an agreement, they shall consult a third-party professional with knowledge of the child's situation (such as a teacher, pediatrician, therapist, etc.). Both parents shall give significant weight to the professional recommendation. Either parent may also request a second professional opinion, in good faith, to further inform the parents' discussion.

Step 3: If professional input does not resolve the dispute, both parents shall attend mediation, in good faith, and shall split the mediator's fees equally between them.

Step 4: If the parents are still unable to reach an agreement after following Steps 1 through 3 above, and if the matter requires immediate action before the Court can make a final determination, Sage may make an interim decision (with no prejudice to either parent), subject to either parents' right to bring the dispute before the Court for review. If the decision does not require immediate action, either parent may bring the matter before the Court.

b. Specific Joint Custody Determinations:

1. Unless otherwise agreed-upon by the parents, the child shall maintain her current pediatrician, Dr. Candice Smith, as her primary care provider, as long as Dr. Smith remains covered by a parent's insurance and as is available to provide primary care services. If the need to change the child's primary care provider

arises, the parents shall agree upon a new provider and shall give special consideration to any referrals provided by Dr. Smith.

2. The parents shall meet to determine where the child shall attend school the summer before the child starts kindergarten. The parents shall attempt to agree on a school that is best for the child with no particular preference for either parent's place of residence. If the parents are unable to agree on a school, they shall follow the applicable provisions of the Decision-making Procedure above. Once a school determination is made, and unless the parents agree otherwise, there shall be a presumption that the child will advance to the junior high/middle school and high school associated with the child's elementary school.

3. Physical Custody & Parent-time. The parents shall share joint physical custody of the child.

a. Regular Parent-time: Unless otherwise agreed upon by the parents in writing, regular parent-time shall be as set forth below. Parent-time exchanges shall be at 9:00 a.m. until the child starts attending school or daycare. Thereafter, parent-time exchanges shall occur at daycare or school while in session at 9:00 a.m. until the child starts attending school or daycare. Thereafter, parent-time exchanges shall occur at daycare or school while in session or 9:00 a.m. if school/daycare is not in session.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sage	Sage	Michael	Michael	Sage	Sage	Sage
Sage	Sage	Michael	Michael	Michael	Michael	Michael

b. Holiday & Extended Summer Parent-time: Unless otherwise agreed upon by the parents, holiday and extended summer parent-time shall be as set forth by Utah Code Ann. § 81-9-302 until H.S. reaches age five (5), and after that, as set forth in Utah Code Ann. § 81-9-304, with Sage with being designated as the custodial parent and Michael as the noncustodial parent for purposes of applying the schedule only.

c. Virtual Parent-Time Either parent may have virtual contact with the child once a day, for a reasonable duration (taking into account the child's age and schedule), whenever the child is not in that parents care. Parents shall make best efforts to keep virtual parent-time consistent and minimize interfering with the other parent's time. Virtual parent-time shall be for the child and the parent not having custody to communicate with each other, not for the parents to communicate co-parenting issues or to have the child deliver messages on the parents' behalf.

d. Right of First Refusal. There shall be no right of first refusal unless a parent is unable to provide direct care for the child overnight (sleepovers with friends and family shall be excluded). However, if the

parent whose parent-time is starting is unable to be present for the child at the time of exchange, the other parent may continue to care for the child until he or she is unable to personally care for the child or until receiving parent is available, whichever occurs sooner.

4. Parenting Plan. The Parents shall follow the Parenting Plan provisions set forth below:

a. The parents shall communicate with each other primarily via Our Family Wizard ("OFW"). Both parents shall download and pay their own costs for OFW within forty-eight (48) hours of this agreement. The parents may call each other in the event of an emergency.

b. Both parents shall respond to OFW messages within twenty-four (24) hours.

c. Both parents shall have the child's medical, education, counseling, and other records.

d. The parents shall each have the responsibility to obtain information directly from schools, medical providers, or other activity or event providers. However, if one parent's contact information is the only source of contact for the provider or a parent has reason to know the other parent has not obtained certain information, that parent shall make a good faith effort to keep the other parent informed via OFW. This includes information concerning report cards, progress reports, school photos, school programs, parent-related activities, school

calendars and schedules, as well as any details concerning extracurricular, religious, or community activities.

e. Both parents shall be allowed to attend any event featuring a child, even if he or she is not exercising the parenting time with the child at the time of the event.

f. A parent shall immediately notify the other parent if the child has any significant health or medical issues. This includes information on check-ups, doctor's notes and reports, test results, etc.

g. Each parent shall provide notice to the other party if a child has a disciplinary issue, mental health issue, or significant social issue during his or her parent-time.

h. Each parent shall immediately advise the other parent of any change of his or her address, e-mail address, telephone number, or other information pertinent to communication.

i. The parents shall at all times and in all communications remain civil with each other and not harass, threaten, demean or belittle each other.

j. Each parent shall hold the other parent in high esteem whenever the child is in his or her presence. The parents shall refrain from making derogatory or disparaging comments about or to the other parent when within hearing distance of the child. The parents shall never act or speak in front of the child in a way that might diminish the

love and affection of the child has toward the other parent, regardless of the truthfulness of the allegation.

k. The parents shall leave the past in the past to the fullest extent possible and show respect for the positive changes each party is making in their lives, on behalf of the child. The parents shall continue working together as cooperative parents and utilizing each other as a resource for the successful co-parenting of the child.

l. The parents shall not allow or encourage third-parties to do those thing which they themselves are prohibited from doing and shall have an affirmative duty to remove the child from such situations.

m. The parents shall not use the child to relay messages to the other party.

n. The parents shall not ask or instruct the child to keep secrets from the other party.

o. The parents shall not question the child about the other parent's activities, personal relationships, or finances.

p. The parents shall not discuss separation-related issues, child support, or litigation issues in front of the child.

q. The parents shall ensure the child has appropriate overnight accommodations for the child, including separate beds in his or her respective home.

r. Particularly while the child is young, the parents shall work

together to maintain substantially similar sleep and feeding schedules, food options, toys and comfort items, etc. The parents shall also make best efforts to reasonably apprise the other parent of pertinent sleep, feeding, temperament updates at the time of exchange.

s. Both parent shall be restrained from exposing the child to any excessive alcohol consumption, drug abuse of any kind, or inappropriate sexual activity or content.

t. The parents, rather than other relatives or significant others, shall take primary responsibility for setting expectations, establishing ground rules, and disciplining the child in their home.

u. Neither party shall disparage a party's significant other for any reason.

5. Transportation. Both parents shall be equally responsible for transporting the child for parent-time with the parent whose parent-time is ending being responsible for dropping off the child, unless otherwise agreed upon by both parents in advance. Either parent may designate a responsible third party to assist with transportation as long as the driver is known to the child and has a valid license, insurance, and safety restraints/equipment.

6. Traveling with the Child. Whenever the child travels with either parent, he or she shall provide the other parent with a detailed itinerary given at least one (1) week before any domestic travel or thirty (30) days for international travel including: destinations, transportation carriers, lodging

accommodations, and any special contact information.

7. Relocation. Neither parent shall relocate more than thirty (30) miles from his or her current residential location. If a parent wishes to relocate more than thirty (30) miles from his or her current residential location. If a parent wishes to relocate more than thirty (30) miles from his or her residential location, the parents shall be bound by the 60-day notice requirements of Utah Code Ann. § 91-9-209 and shall attend mediation to discuss the intended relocation.

8. Child Support. Michael's current monthly income for child support is \$4,143.00. Sage's current monthly income for child support is \$2,574.00. Based on these amounts, and calculating 182 overnights with Michael and 183 overnights with Sage, Michael's current monthly child support is \$101.00. This child support figure shall begin June 1, 2026, and shall be immediately reported to the Office of Recovery Services ("ORS"). The parties shall adjust child support once Sage begins working forty (40) hours per week or more and may adjust or recalculate child support thereafter pursuant to the Uniform Child Support Guidelines.

a. The monthly child support shall be paid one-half ($\frac{1}{2}$) on or before the fifth (5th) day of each month, and the other one-half ($\frac{1}{2}$) on or before the twentieth (20th) day of each month, unless the receiving parent uses the Office of Recovery Services to collect support.

b. The party entitled to receive child support shall be entitled to

mandatory income withholding relief and any federal and state tax refunds or rebates by ORS until such times as the non-custodial parent no longer owes child support to the person entitled to receive child support.

c. Unless the Court orders otherwise, support for the child terminates when: (i) a child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 80-7-101 et seq.

d. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income. Under Utah Code Ann. § 81-6-212, the parties have a right to adjust the child support order by motion after three (3) years from the date of its entry if: (i) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (ii) the difference is not of a temporary nature; and (iii) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-2111, if the receives TANF funds at the time an adjustment is sought, the Office of

Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

e. The parties may agree to mutually waive the requirements to modify child support by filing a petition and obtaining an order from the court pursuant to Utah Code Ann. § 81-6-210 through 212, if the parties agree there has been material change in circumstances. The parties recognize that modifying child support by agreement without a court order may not be recognized by the Office of Recovery Services if enforcement of child support is sought by either party.

f. Pursuant to Utah Code Ann. § 81-6-210 through 212, if the parties do not agree to modify child support as set forth above, either party shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of thirty percent (30%) or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a fifteen percent (15%) or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child

support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

9. Arrearages. The parties agree there are no child support arrearages existing between the parties. This shall be immediately reported to ORS. In the event that any arrearages have already been deducted from Michael's pay, Michael shall be given a credit toward future child support payments.

10. Childcare. Free childcare provided by family shall be given preference over paid childcare, however, neither parent shall be compelled to use the other parent's family members as child care providers during that parent's parent-time. In accordance with Utah Code Ann. § 81-6-209, either parent shall reimburse the other parent an amount equal to one-half ($\frac{1}{2}$) of all paid childcare expenses for the child, so long as the childcare expenses are necessitated by the employment or occupational training of the parent seeking reimbursement.

11. Child's Healthcare Expenses. The parties shall equally divide all medical, dental, orthodontic, vision, psychological, or other healthcare expenses incurred on behalf of the minor child. Healthcare expenses include insurance premiums, deductibles, co-pays, and out-of-pocket costs. Petitioner shall be designated as the child's primary insurer. However, if

Respondent is able to obtain better coverage for the child at a lower cost to the parties, the primary insurer may change. Written proof of any healthcare expenses and any changes in the healthcare provider shall be provided to the other parent within thirty (30) calendar days, pursuant to Utah Code Ann. § 81-6-208. Reimbursement by the other party shall be made within thirty (30) days of receiving the verification of incurred expenses. The parties may also elect to provide dual coverage of the child in accordance with Utah Code Ann. § 81-6-208.

12. Child's Extracurricular Activities. Neither party shall commit the child to an activity or social engagement outside of his or her parent-time without obtaining the other parent's advanced consent. Both parents shall have access to information directly from the school or activity provider, but if one parent's contact information is the primary and only source of contact, that parent shall make a good-faith effort to keep the other parent informed of all the details of the activity. Unless otherwise agreed in advance, the parties shall be equally responsible for reasonable expenses related to any extracurricular activities in which both parties agree the child may be involved. The party incurring the 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 will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

13. Separate Billing. As permitted by law, the parties shall use separate billing for all expenses and costs for the child as set forth herein.

14. Taxes. Beginning with the 2026 tax year, and as long as he remains current on all child support payments as of December 31st of the qualifying year, Michael shall be entitled to claim the minor child as a dependent for tax purposes on even-numbered years, so long as the child remains eligible. Beginning the 2027 tax year, Sage shall be entitled to claim the minor child as a dependent for tax purposes on odd-numbered years, so long as the child remains eligible.

15. Pre-separation Expenses. Michael shall be solely responsible for any debt associated with the parties' previous lease obligations and Sage shall be solely responsible for any hospital expenses associated with the delivery of the child.

16. Attorney Fees. Each party shall pay their own attorney's fees incurred in obtaining the Decree of Parentage, Custody, and Support in this case.

17. Mutual Restraining Order. Both Michael and Sage shall be mutually restrained from any harassment, annoying, stalking, or publicly disparaging the other party. Each party shall be restrained from allowing third parties to engage in conduct the parties themselves are restrained from engaging in.

18. Default. In the event that a party defaults in their obligations hereunder, the party in default shall be liable to the other party for all

reasonable expenses, including reasonable attorney's fees, incurred in the enforcement of the obligations created by a final order in this matter.

19. Implementation. The parties are ordered to sign and fully execute any documents necessary for the implementation of the Decree of Parentage, Custody, and Support. If a party fails to execute a document within sixty (60) days of the entry of the Decree, the other party may bring an enforcement actions at the expense of the disobedient party and ask the Court to 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.

20. Modification. Prior to filling any petition to modify any provision of the final Decree of Parentage, Custody, and Parent-Time, the parties shall attempt to resolve the issue(s) through mediation.

DATED AND SIGNED ABOVE BY THE COURT

RULE 7 NOTICE

Pursuant to Rule 7 of Utah Rules of Civil Procedure, a true and correct copy of the above Findings of Fact and Conclusions of Law was sent to Petitioner on the date indicated below. Notice of objections must be submitted to the Court and counsel within seven (7) days after service. Should no objections be submitted to the Court and counsel withing seven (7) days after service, this document shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of June 2026, I caused a true and complete copy of the foregoing Decree of Parentage, Custody, and Support to be sent to the following:

Johnathan Felt
Attorney for Petitioner

Via E-filing Notice