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**IN THE THIRD JUDICIAL DISTRICT COURT
COUNTY OF SALT LAKE, STATE OF UTAH**
450 South State St., Salt Lake City, Utah 84111; 801-238-7480

In the Matter of the Marriage of

LAZARO GARCIA,
Petitioner,

and

BRIANNA GARCIA,
Respondent.

DECREE OF DIVORCE

Case No. 264901401

Judge: Todd Shaughnessy

Commissioner: Joanna Sagers

This cause having come before the Court, and the parties having executed a written Stipulation and Settlement Agreement wherein the parties resolved all issues and stipulated to an entry of a Decree of Divorce to be awarded to Petitioner, and Petitioner's Affidavit as to Grounds and Jurisdiction having been filed, and the Court having reviewed the records and files herein, and the Court having made and entered herein its Findings of Fact and Conclusions of Law, now therefore, it is hereby:

ORDERED, ADJUDGED and DECREED as follows:

1. That the marriage between the parties is hereby dissolved.

CHILDREN, CUSTODY AND PARENTING RIGHTS

2. Minor Children. The parties have one (1) minor child as follows:

- a. D.A.G., born August 15th, 2022
 - b. No further children are expected of this marriage.
2. Child Custody: Both parties should be awarded joint legal and joint physical custody of the parties' minor child pursuant to the Parenting Plan specified below, to which both parties shall abide:

PARENTING PLAN

3. Regular Residential and Parent-Time Schedule: The parties shall follow the following parent time schedule:
- a. Until July 31, 2026, Lazaro shall be entitled to parent-time with the parties' minor child every other weekend on Friday, Saturday, and Sunday from 12:00 p.m. until 8:00 p.m. Said parent-time shall be supervised by Lazaro's sister.
 - b. Commencing August 1, 2026, and for a period of six weeks, Lazaro shall be entitled to unsupervised parent-time with the parties' minor child every other weekend on Friday, Saturday, and Sunday from 12:00 p.m. until 8:00 p.m.
 - c. Commencing September 15, 2026, and for a period of six (6) months, Lazaro shall be entitled to parent-time with the parties' minor child pursuant to U.C.A. 81-9-304, with Lazaro's midweek parent-time to take place on Thursdays.
 - d. Commencing March 15, 2027, Lazaro shall be entitled to exercise parent-time pursuant to U.C.A. 81-9-303, with Lazaro's midweek parent-time to take

place every Thursday overnight.

4. Extended Summer Parent-Time Schedule: For extended summer parent-time, the parties shall notify each other prior to April 1st each year as to when they want to exercise their extended summer parent-time. Brianna shall have first pick during even years, and Lazaro shall have first pick during odd years.

5. Lazaro's unsupervised parent-time shall be predicated on Lazaro's abiding by all terms and conditions of Lazaro's probation in Third Judicial District Court Case No. 255900982, Lazaro not having any positive drug and/or alcohol tests, or Lazaro not getting another DUI. Should any of these events occur, Lazaro shall return to supervised parent-time until further court order. Lazaro shall provide copies to Brianna of all drug and alcohol testing conducted as part of his probation.

6. Additional drug and alcohol testing: The parties should be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties should be restrained from abusing alcohol while the minor child are 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.

7. Right of First Refusal: The parties shall each have a right of first refusal to exercise parent-time whenever the other parent will be unable to personally care for the minor child overnight during that parent's scheduled parent-time. The parent exercising the right of first refusal shall be responsible for picking up the child and returning the child to the other parent when that parent is able to resume his or her scheduled parent-time.

8. Parent-Time Transportation & Exchanges: Unless agreed upon otherwise, the parent exercising parent-time shall be responsible for transporting the child at the commencement of that parent's parent-time period. The receiving parent shall be responsible for picking up the child. Each parent shall ensure that the child is ready for transportation at the designated exchange time and location. Both parents shall be

punctual and shall communicate promptly regarding any unavoidable delays.

9. Decision-Making Authority: Day-to-day and emergency decisions involving the child shall be made by the parent who is with the child at that time. If the parties disagree regarding a significant decision affecting the child, including but not limited to matters of education, healthcare, or religious upbringing, they shall first seek the advice of an appropriate professional, such as a pediatrician, teacher, counselor, or other qualified expert. If, after consulting with the professional, the parties remain unable to reach an agreement, they shall participate in mediation, with the mediator's fees divided equally between them. If the dispute remains unresolved following mediation, Brianna shall have presumptive final decision-making authority, and either party may file a motion with the Court requesting that the Court decide the issue.

10. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the child, including disputes regarding e.g., education, healthcare, and religious upbringing. Upon request, both parties shall cooperate to schedule the mediation within a reasonable time; shall participate in mediation in good faith; and shall pay equal shares of the mediator's fees. If the parties cannot agree on which mediator to use, then Utah Dispute Resolution shall be used. If after mediation the matter is still unresolved, either party may request that the court decide the matter. Utah Dispute Resolution is a low-cost alternative. They usually have good availability as well. To learn more, visit <https://www.utahdisputeresolution.org> or call (801) 532-4841.

11. Communication Between Parties: The parties shall use the Our Family Wizard

app for all communication, and shall utilize the shared calendar offered through the app. Each party should be responsible for the cost of their own subscription fee associated with Our Family Wizard.

12. Virtual Parent-Time: During periods when the child is with one parent, the other parent shall be entitled to reasonable and uncensored communication with the child by telephone, video call, text message, email, or other electronic means appropriate to the child's age and maturity. Neither parent shall monitor, restrict, interfere with, or discourage reasonable communications between the child and the other parent, except as necessary to protect the child's health or safety.

13. Surrogate Care: Each parent shall provide any regular childcare provider, babysitter, or surrogate caregiver with the name and contact information of the other parent. Upon request, each parent shall provide the other parent with the name, address, and telephone number of any regular childcare provider caring for the child.

14. Car Seats and Booster Seats: The child shall be secured in a restraint device, such as a car seat or a booster seat, in compliance with U.C.A. 41-6a-1803, while being transported in any motor vehicle capable of installation of said device, e.g., any passenger car, truck or sport utility vehicle. The minor child shall only be transported by a person with a valid driver's license.

15. Relocation: Neither party shall relocate outside Salt Lake County with the parties' minor child absent written agreement of the parties or court order. In the event a party intends to move outside Salt Lake County, the moving parent will provide the other parent, if possible, 60 days advance written notice.

16. In the event a party decides to move more than 150 miles away from the residence of the other parent, the moving parent will provide to the other parent, if possible, 60 days advance written notice of the intended move, affirming that: (1) the parent-time provisions in U.C.A. § 81-9-209 or a schedule agreed to by the parties will be followed; and (2) the moving parent will not interfere with the other's parent-time rights. If the moving parent fails to notify the other parent of the intended move, then the moving parent can be found in contempt of court. The parties will modify the parenting plan, including transportation costs, in light of the best interests of the child, considering also the provisions of U.C.A. § 81-9-204.

17. Parent Time Cooperation: The parties acknowledge that a parent-time schedule mutually agreed upon by the parents is generally preferable to a court-imposed schedule. The parties shall make reasonable efforts to cooperate in adjusting parent-time by mutual agreement when doing so serves the best interests of the child and promotes the child's continuity, stability, and welfare. Any mutually agreed modification to the parent-time schedule shall not constitute a permanent modification of this Parenting Plan unless reduced to writing and signed by both parties.

18. The parties shall exercise parent-time in a manner that maximizes the continuity, stability, and consistency of the child's life. Each parent shall use reasonable efforts to maintain regular routines regarding school attendance, homework, extracurricular activities, medical care, and other matters affecting the child's well-being.

19. The parties recognize that work schedules, travel requirements, and the distance

between the parties' residences may occasionally require reasonable adjustments to the parent-time schedule. The parties shall cooperate in good faith to accommodate reasonable scheduling conflicts while preserving the child's relationship with both parents and minimizing disruption to the child's routine.

20. Special Events: Each parent shall give special consideration to making the child available to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, graduations, and other important ceremonies involving the child or parent's extended family, even when such events conflict with the regular parent-time schedule. The parties shall cooperate in good faith to accommodate such events whenever reasonably possible.

21. School Attendance & Parent Time: Brianna's residence shall be designated as the custodial home for purposes of determining where the parties' minor child attends school. Neither parent shall remove the child from school, preschool, or daycare during regular school hours solely for the purpose of exercising parent-time unless otherwise agreed by the parties or required by an emergency. Both parents shall make reasonable efforts to ensure the child's regular and punctual attendance at school.

22. Child Support & Parent Time: Neither parent shall withhold court-ordered parent-time due to nonpayment of child support, nor shall either parent withhold child support due to alleged violations of the parent-time schedule. Parent-time and child support are separate obligations and shall be enforced independently through appropriate legal channels.

23. Required Notifications: Each parent shall notify the other parent within twenty-

four (24) hours of receiving notice of significant school, educational, athletic, extracurricular, religious, social, or community activities involving the child. Both parents shall have the right to attend and participate in such activities regardless of whose parent-time is being exercised at the time of the event, provided their attendance does not disrupt the activity or violate any court order.

24. Access to Records: Each parent shall have equal and independent access to the child's educational, medical, dental, psychological, and other records as authorized by law. Each parent shall immediately notify the other parent of any medical emergency involving the child and shall provide all reasonably available information concerning the child's condition and treatment.

25. Address & Contact Information Disclosure: Each parent shall provide the other parent with the parent's current residential address, mailing address, telephone number, email address, and any information necessary for virtual communication with the child. Any changes to such information shall be provided to the other parent within twenty-four (24) hours of the change.

26. Observance of Religious Holidays: The parties shall equally share major religious holidays celebrated by both parents. If one parent celebrates a religious holiday not observed by the other parent, that parent shall be entitled to reasonable parent-time with the child during the observance of that holiday, provided reasonable notice is given and accommodations can be made without substantial disruption to the child's schedule.

27. Notice of Sex Offenders and Other High-Risk Individuals: Each party shall

provide the full name of any person residing in the home with the parties' minor child. If either parent becomes aware that a person residing in the parent's household, or a person who will have significant access to the child, is required to register as a sex offender, kidnap offender, or child abuse offender, or has been convicted of an offense involving child abuse, child exploitation, kidnapping, sexual offenses against a minor, or substantially similar offenses, that parent shall immediately notify the other parent and provide sufficient information to permit the other parent to assess any potential risk to the child.

28. Overnight and Out-of-State Travel: For emergency purposes, whenever a child travels with either parent overnight or out-of-state, all the following will be provided to the other parent:

- 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.

29. School Fees: The parties shall share equally the cost of all mandatory school fees incurred regarding the child.

30. Extracurricular Activity Expenses: The parties shall share equally the cost of all the child's extracurricular activities agreed to in writing by the parties.

31. Illegal Drugs & Alcohol: Neither party shall use illegal drugs or alcohol during or immediately before their scheduled parent time.

32. Mutual Restraining Orders: Regarding child custody, child support, parent-time and co-parenting matters:

a. The parties shall communicate respectfully regarding matters affecting the child and shall make reasonable efforts to resolve disagreements through discussion and cooperation before seeking court intervention. The parties shall at all times act in a manner that promotes the child's best interests and preserves the child's positive relationship with both parents.

b. The parties must not discuss this case or make negative or harmful remarks about each other in the presence of the subject minor child; must not allow other people to do so; and must remove the child from a situation in which someone persists in doing so.

END OF PARENTING PLAN

33. Child Support: Brianna is employed full-time and earns a gross monthly income of \$4,108.00 for purposes of calculating child support. Lazaro is employed full-time and earns a gross monthly income of \$5,547.00 for purposes of calculating child support. Commencing August 1, 2026, and during the period when the parties are exercising sole physical custody of the minor child, Lazaro shall pay the amount of \$581.00 per month in accordance with Utah Code 81-6-203 and the sole custody worksheet. Once the parties begin exercising joint physical custody, Lazaro shall pay child support in the amount of \$399.00 per month, based upon Lazaro being awarded 145 overnights per year and Brianna being awarded 220 overnights per year.

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.

34. 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.

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

36. 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. 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.

37. 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.

38. Medical Insurance Premiums: In accordance with Utah Code 81-6-208(3)(d), both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance if only one parent is providing insurance for which a premium is paid. 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 children of the parties. The insurance premium should be automatically added to or subtracted from the child support

obligation above.

39. If the parents elect to provide double insurance coverage for the minor child, then each party shall be solely responsible for the cost of the child's portion of the premium without contribution from the other parent.

40. Out-of-Pocket Medical Expenses: Each party should 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.

41. 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.

42. 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. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children; Notify the particular creditor of that party's current address; and 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.

43. Childcare: Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work.

Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. Utah Code 81-6-209. If a family member is providing childcare, then it should be presumed that those services are being provided free of charge. The parties should 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.

44. Taxes: The parties shall alternate claiming the minor child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating State and Federal income taxes. Brianna shall be entitled to claim the minor child for tax year 2026 and all even numbered tax years. Provided Lazaro is current with his child support obligation by December 31st of the tax year, Lazaro shall be entitled to claim the minor child for tax year 2027 and all odd numbered tax years.

45. Debts and Obligations: During the course of the marriage, the parties acquired a debt owed for furniture. Lazaro shall be solely responsible for said debt in the approximate amount of \$2,385.00 and shall hold Brianna harmless from liability.

46. The parties are not aware of any other joint debts. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable for it.

47. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

48. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

49. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

- a. Lazaro shall be awarded the 1999 GMC Sierra, free from any claim of interest by Brianna.
- b. Brianna shall be awarded the 2002 Toyota Camry, free from any claim of interest by Lazaro.
- c. All other items of personal property shall be awarded to the parties as previously divided.

50. Bank Accounts: The parties have no joint bank accounts. Any accounts opened by a party in their own name should be awarded to that party in their own name as their separate property, free and clear of any claim by the other party.

51. Retirement Assets: During the course of the marriage, Brianna acquired a 401(k) through her employer valued at \$1,976.03 as of July 21, 2026. During the course of the marriage, Lazaro acquired a 401(k) through his employer valued at \$17,158.64 as of July 21, 2026. Brianna shall be awarded one-half of Lazaro's 401(k) after offsetting said amount by one-half of Brianna's 401(k) to which Lazaro would be entitled. A Qualified Domestic Relations Order should be issued within 90 days of entry of the Decree of Divorce with the costs for such order being equally paid by both parties. The parties shall utilize the services of attorney Stan Beutler to prepare

the Qualified Domestic Relations Order.

52. Alimony: Neither party shall be awarded alimony in this matter, either now or in the future.

53. Former Name: Brianna shall be restored the use of her former name, BRIANNA PARRA, if she so desires.

54. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

End of Decree – Signatures appear at the top

Approved as to Form:

/s/ Joshua R. Lucherini

Joshua R. Lucherini, Esq. (Signed with permission given via email)

Attorney for Respondent

Notice Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Petitioner's counsel shall be the Order of the Court unless you file an objection in writing within seven (7) days form the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Proposed Decree of Divorce** was sent via email to the following on August 5, 2029 to:

Joshua R. Lucherini, Esq.
Attorney for Respondent

/s/ Johnathan M. Duncan