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PRIVATE RECORD

Attorney for Josie Haley

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
WEBER COUNTY, STATE OF UTAH**

In the Matter of the Child of:
JOSIE HALEY,
Petitioner,

and

DANIEL ROSSER,
Respondent.

**DECREE OF CUSTODY, PARENT-
TIME, AND SUPPORT**

Case No. 254902070

Judge: Craig Hall
Commissioner: Brandon Richards

COMES NOW the parties to the above entitled action, who have stipulated to entry of this Decree of Paternity pursuant to the document entitled "Stipulation for Paternity" filed with this court on July 08, 2016. The Court, after having reviewed this stipulation and finding the same to be fair, just, and equitable, does HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:

JURISDICTION

1. Josie is a resident of Weber County, Utah.
2. The parties are the legal mother and legal father of the child listed herein pursuant to Utah's Uniform Parentage Act, Utah Code §78B-15-101 et seq.

CHILDREN

3. The parties have one (1) minor child together, namely:

a. K.C.R., born 10/04/2013

4. The parties' minor child has resided in the State of Utah for more than six (6) months prior to the commencement of this action and Utah is the home state of the minor child pursuant to Utah Code §78B-13-201(1)(a).

5. The parties do not have knowledge of any custody proceeding concerning the minor child, other than this divorce proceeding, in a court of Utah or any other state or jurisdiction.

6. The parties do not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

CUSTODY

7. **Legal Custody:** Josie and Daniel shall each be awarded joint legal custody of the parties' minor child with neither party being awarded final decision-making authority. Each parent may make routine day-to-day decisions during their time with the child. It is anticipated that parental decisions shall be required for major issues in raising the parties' child and in meeting their ongoing needs including, but not limited to, healthcare, education, and religious upbringing. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If they cannot agree, they shall seek the opinions of experts in the field (i.e. doctors, educators, mental health specialists, etc.) Both parents shall be provided with such input of these experts. If the parties still cannot agree upon an appropriate course of action, then they shall participate in at least one session of co-parenting therapy and share the cost equally. If the parties cannot agree upon a therapist experienced co-parenting

therapy, the party that first requests co-parenting therapy shall provide the names of three therapists experienced in co-parenting therapy to the other party. These names shall be sent within 5 business days of requesting co-parenting therapy. The other party will then have 5 business days to select one of the three therapists; if this other party does not select a therapist within this time frame, the party that proposed the names of the therapists may select the therapist of their choice. The parties shall book the first available appointment the therapist has. If co-parenting therapy is unsuccessful, the parties may bring the matter before the court and the court shall have final decision-making authority.

8. Physical Custody: It is in the best interests of the parties' minor child that Josie and Daniel be awarded joint physical custody, exercising parent-time consistent with Utah Code §81-9-305 with Josie exercising parent-time every Monday and Tuesday, Daniel every Wednesday and Thursday, and the parties rotating the weekends.

PARENTING PLAN

9. Holidays: The parties shall exercise holiday parent-time as they may agree, but in the event that they do not agree, holiday parent-time shall be in accordance with Utah Code §81-9-302, with Josie being designated as the custodial parent and Daniel being designated as the non-custodial parent.

10. As an exception to the holiday schedule above, Josie has a family tradition of going to Florida for 8 days each October. Josie shall be permitted to continue this family tradition with the minor child. Josie shall notify Daniel of which 8 days in October she'll be taking this vacation by October 5 each year.

11. Summer Parent-time: The parties shall each be awarded two-weeks of uninterrupted

parent-time during the summer with the minor child. These weeks may be split. Josie shall have first choice of weeks in even-numbered years and Daniel shall have first choice in odd-numbered years. The party with first choice shall make their selection by the May 1 preceding the summer; if they do not, the other party may make their selection. The party with second choice shall make their selection by May 15. Neither party shall interfere with the others holiday parent-time without permission. The parties may not exercise their 10-day period directly before or after any existing parent-time; accordingly, neither parent shall go more than 2 weeks each summer without seeing the child.

12. Summer Vacation with Maternal Grandmother: The parties agree that the child has historically taken two-week vacation to her maternal grandmother's house each summer. The child will continue to spend two weeks each summer at her maternal grandmother's residence, so long as the maternal grandmother can accommodate such visit. This vacation period shall take precedence over the parties' elected summer parent-time. Josie shall notify Daniel of when the grandmother can accommodate the two-week vacation as soon as she has such information, but no later than April 30 preceding the summer so the parties can plan their summer parent-time.

13. School: Unless otherwise agreed upon in writing, the child shall continue to attend her current elementary school, then Millcreek Jr. High, then Bountiful High School. If Daniel moves outside these school boundaries, the parties shall follow the dispute resolution process outlined above in selecting a new school for the child.

14. Family Therapy: The parties, their families (including significant others), and the child shall engage in family therapy. Josie shall provide Daniel with three names of potential therapists and Daniel shall select one of the three within 7 business days. If he does not select within this

timeframe, Josie shall select the therapist of her choice. The parties, their families (including significant others), and the child shall engage with the family therapist as the family therapist requests.

15. GENERAL PRINCIPLES.

a. Court Orders Govern: The parties recognize they must follow this Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.

b. Flexibility in Co-Parenting: The parties understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parties agree to be reasonably flexible in co-parenting the child.

c. Speaking Positively about the Other Parent: The parties acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the child. The parties will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third party where there is any risk of the child hearing what is being said. Children do not need to hear about character flaws of the other parent.

d. The Child is Not a Tool for Discovery: The Parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

e. The Child is Not a Counselor: The Parents shall not use the child as a

confidante to counsel with about their own personal problems, especially if the problem is related to the other parent.

f. The Child is Not a Messenger: The parties shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parties outside the presence of the child.

g. Increased Flexibility as the Child Grows: As the child grows up and matures, their needs and interests will change. The parties will use their best efforts to coordinate with the other parent to ensure the child can engage in those appropriate activities they find most fulfilling. The parties understand that as the child gets older they may require more freedom and the parties may need to be more flexible, avoiding placing the child in the middle of a tug-of-war between parents. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.

h. Maintaining Similar Schedules: The parties should try to maintain similar schedules for the child in order to create continuity for them, including mealtimes, homework schedules, bedtimes, curfews, and other routines. Similarly, the parties shall ensure that they provide as much or more emotional support, time, and affection to the child as they were used to prior to the commencement of this case.

i. Maintaining Similar Methods of Discipline: The parties should try to maintain similar styles of discipline for the child so as to allow the child predictability.

j. Exposure to Media: Neither party shall expose the child to media that is inappropriate for them.

k. Advisory Guidelines: The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

16. COMMUNICATION & INFORMATION.

a. Communication with the Child: Both parties shall be entitled to reasonable, uninterrupted and unmonitored telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored mail and email contact with the child. Neither party shall use communication with the child to unreasonably disrupt the other parent's exercise of parent-time.

b. Communication Between Parents: Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the parties remarries or finds a significant other, the parties will continue to communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between the parties about the child. Communication between co-parents shall be peaceful, civil, and non-abusive.

c. Method of Communication: The parties shall communicate as they both

feel comfortable; however, either parent may limit communication to email or text message and the other parent must comply.

d. Response Time and Frequency of Communication: When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within 24 hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.

e. Relationships with the Child's Support Personnel: Each parent is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.

f. Child's Illnesses: The parties shall notify the other parent immediately in the event of a medical emergency or when the child is ill. The parties shall not use the child's illnesses as an excuse to interfere with parent-time. Both parents are

competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parties' own desires. The parties will give details on medication for the child and any dosages necessary. Each party shall administer medicine as instructed by the child's medical or other professional.

g. Access to Information: Each party shall have absolute and complete access to all educational and medical records of the child. Each party shall be listed as a parent on the child's school, medical, extracurricular, religious, and all other records.

17. ACTIVITIES

a. Attending the Child's Activities: Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.

b. Calendaring Activities: The parties shall use a shared calendar (i.e. the calendar in the coparenting app if the parties are using such an app, Google Calendar, etc.) to track the child's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child's doctor, dental, or other similar appointments. These events shall be calendared by the parent within 24 hours of receiving notice.

c. Child's Attendance at Special Events: The parties shall make reasonable efforts for the child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e.

weddings, extended family reunions, or important ceremonies). The party requesting an accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.

d. Listening to the Child's Interests Regarding Activities: It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parents cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parties recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.

e. Parents' Discussion about Potential Activities: Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.

f. Unilateral Enrollment of the Child in Activities: Either parent can enroll the child in activities that do not require involvement of the other parent. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time.

g. Homework: Both parties shall help the child complete any homework the

child has received during their parent-time.

18. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.

a. Pick Up and Drop Off: The parties shall complete parent-time exchanges at school whenever possible. When a school exchange is not possible, the parent receiving the child shall be responsible for picking the child up at the other parent's residence for parent-time. The parties shall make every effort to be on time for parent-time exchanges; on the rare occasions they are going to be late, they shall let the other party know in advance via phone call or text message.

b. Importance of Being On Time: The parties recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness.

c. Behavior During Parent-Time Exchanges: Parents shall keep communications positive during parent-time exchanges. The parents recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.

d. Traveling with the Child: The parties shall follow §81-9-202(19) of the Utah Code in regards to travel and vacations with the child. Namely, whenever the child travels with either parent, all of 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. When travelling, the parent will make reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parties will assist in obtaining such passports.

e. Change of Contact Information: The parties shall provide one another with current contact information within 24 hours of any local change of address, a new telephone number, or new email address.

19. MUTUAL RESTRAINING ORDERS

a. Communication: Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the child or anywhere near the child's presence; (b) speaking to the child about the issues in this case; (c) attempting to influence the child's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the child for the other parent or the other parent's family members.

b. Harassment: Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

c. Drugs and Alcohol: Both parties shall be mutually restrained from using

illicit drugs, prescription drugs except as prescribed, or drinking alcohol to the point of intoxication during the exercise of parent-time.

d. Physical Presence: Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences, or coming onto the property of one another's residences without express permission.

e. Third Parties: Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances. Each party shall control their own extended family and ensure that their conduct and behavior around the child are consistent with these terms.

20. SIGNIFICANT OTHERS

a. The parties understand that it can be detrimental to the child to introduce them to multiple significant others. The parties shall not introduce the child to their significant others until appropriate, and until they have established a committed relationship with such significant other. Significant others are not parents and shall not assume any role in the parenting of or the discussing of the child with the other parent.

21. RIGHT OF FIRST REFUSAL

a. Both parties shall be awarded the right of first refusal if there is surrogate

care for the minor child for an overnight period. The ROFR shall not prevent the child from having occasional sleepovers with friends and family members.

22. DRUG TESTING

a. If either party reasonably suspects that the other party has used illicit drugs, or prescription drugs without a valid prescription, that party may request that the other take a drug test. The requesting party shall: (a) Inform the other of the concern in writing; (b) inform the other party of the type of test they are to take; (c) the location/facility where the test must be taken, which must be within a reasonable distance from the testing party's residence; (d) pay the testing facility. For purposes of this provision, a text message or email shall constitute a "writing."

b. Upon receipt of the above request, the testing party must take the test within 24 hours of being informed of the test. If they do not take the test within 24 business hours then the test shall be deemed by the court as if a dirty test had been submitted. The testing facility shall independently send the results to each party. As outlined above, the requesting party shall pay the initial cost of the test. If the test is positive, the testing party shall reimburse the requesting party the full cost of the test.

RELOCATION

23. If either party moves more than 150 miles from the other parent they must follow all provisions outlined in Utah Code §81-9-209.

CHILD SUPPORT

24. The parties shall be ordered to pay child support as calculated and determined pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah.

25. Josie is employed and earning \$30.50 per hour, which amounts to a gross monthly income of \$5,286.67.

26. As represented by Daniel's paystub, he historically earned \$30.00 per hour. Accordingly, his gross monthly income is \$5,200.00.

27. Based on a joint physical custody calculator, Josie's child support obligation is \$6.00 per month. However, given the fact that this amount of child support is de Minimis, and that each party presently has the ability to support the child without contribution from the other, child support shall be temporarily suspended such that neither party will pay child support at this time. The court retains jurisdiction to modify child support and issue a child support obligation to either party consistent with Utah Code §81-6-202.

28. Pursuant to Utah Code §81-6-211, there shall be an automatic reduction for extended parent-time.

29. The parties shall have the right to adjust child support depending on substantial changes in circumstances, including increases or decreases in either party's incomes, as is set forth in Utah Code §81-6-201.

30. Unless the court orders otherwise, support for a child shall terminate at the time: (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

31. Collection by ORS: Income withholding procedures shall be implemented and all child support, along with a party's portion of the monthly health care premium for the minor child, should be collected by the Office of Recovery Services pursuant to Utah Code § 62A-11-401 et seq.

32. Current on Expenses: As of April 29, 2026, both parties are current on any and all expenses or support owed to one another for or on behalf of the minor child, with neither party owing the other any reimbursement.

MEDICAL EXPENSES & INSURANCE COVERAGE

33. Josie currently covers the child with adequate health insurance. The parties will ensure the child is covered with adequate health insurance. In the event health insurance is or becomes available to either party through employment as a benefit or at reduced cost, that party shall be ordered to purchase and maintain medical insurance for the benefit of the parties' minor child.

34. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic insurance premium or costs actually paid by a parent for the child's portion of the medical and dental insurance as provided in Utah Code §81-6-208. If the parties each cover the child with insurance coverage and incur an actual cost for such insurance, they shall each pay their own insurance premiums and contribute nothing to the other.

35. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the child's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in coverage.

36. Both parents shall share equally in all routine medical and dental expenses actually paid,

whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code §81-6-208.

37. The party incurring a healthcare expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email.

38. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

39. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide the above verification within the thirty day time period.

40. Pursuant to Utah Code §15-4-6.7 and §81-4-406, when a court order has been entered providing for payment of medical expenses of a minor child, 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, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the child's medical expenses.

41. Josie and Daniel shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

42. The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year.

43. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

CHILDCARE

44. The child is old enough that she does not need childcare. Accordingly, both parties are responsible for their own costs of childcare should such expense be incurred.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

45. The parties shall pay one-half of any and all school expenses (registration fees, testing fees, field trips, school supplies, class fees, school activity or sports fees, etc.) and reasonable extracurricular activities. The child shall continue to participate in the same extracurricular activities she has historically been involved in. For a new extracurricular activity, both parties must agree in writing to the activity for it to be subject to reimbursement, but neither parent shall unreasonably withhold permission for the child to participate in such activities. Written verification may be sent by text message or email. It is anticipated that the child will participate in at least one extracurricular activity per season that each parent will be financially obligated for, and that there may be some overlap in extracurricular activities from one season to the next. The parties are obligated to take the child to all practices, games, or events associated with the extracurricular activity they are participating in, so long as their participation is consistent with

this paragraph. The party incurring a school or extracurricular expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

TAXES

46. The parties shall rotate claiming the minor child for tax purposes each year, with Josie claiming for even numbered years and Daniel claiming for odd numbered years. The parties shall cooperate and ensure that any stimulus payments, advance child tax credits, or other payments associated with the child they are claiming for tax purposes in a given year is given to the intended parent, regardless of which address the money is sent to or what bank account it is deposited in.

47. If either party is not current on their child support or other obligations, they shall not be entitled to claim the exemption.

MISCELLANEOUS

48. **Cooperation:** Josie and Daniel shall cooperate with each other, through counsel or otherwise, to ensure that the Decree of Custody, Parent-Time, and Support is carried out in every detail.

49. **Enforcement:** If a party has to file a motion to enforce due to one party's failure to facilitate parent-time as outlined in the Stipulation for Custody, Parent-time, and Support, and the court finds that such filing was reasonably necessary to enforce the parent-time as outlined in

Stipulation for Custody, Parent-Time, and Support, the offending party shall pay the other party's attorney fees and costs.

50. Attorney Fees and Costs: The parties shall each be responsible for their own attorney fees and costs.

51. Mediation: The parties understand that future modifications to the Decree may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

*****END OF ORDER*****

ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.

Approved as to Form and Content:

Daniel Rosser
Respondent

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, Trevor D. Osborn, will submit these Findings of Fact and Conclusions of Law to the Judge for their signature upon the expiration of seven days from the date of this notice unless written objection is filed prior to that time, pursuant to Rule 7(j) of the Utah Code of Civil Procedure. Please govern yourself accordingly.

DATED this 27th day of May, 2026.

RED LAW PLLC

/s/ Trevor D. Osborn
Trevor D. Osborn
Attorney for Josie Haley

CERTIFICATE OF DELIVERY

I hereby certify that on this 27th day of May, 2026, I served a true and correct copy of the foregoing to the following via email:

Daniel Rosser

morethinkings@gmail.com

/s/ Lizette Rodriguez