



Rand Lunceford (11710)
KRISTOPHER K. GREENWOOD, LC
Attorney for Petitioner
195 Historic 25th Street, Suite 304
Ogden, Utah 84401
(801) 475-8800
rand@krisgreenwood.com

IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Child of:
CHRISTOPHER GARCIA,
Petitioner,

and

ROXANA BARBOZA,
Respondent.

DECREE OF CUSTODY

Case No. 254900797

Judge: Jason Nelson
Commissioner: Brandon Richards

Petitioner, **CHRISTOPHER GARCIA**, by and through his counsel of record, Rand Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Custody. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

CHILD CUSTODY AND PARENT-TIME

1. The parties are awarded joint legal custody of the minor child, A.J.G.
2. The parties shall exercise parent-time pursuant to Utah Code Annotated § 81-9-303. Specifically, Petitioner shall have five overnights per every two-week rotation, and Respondent shall have nine overnights per every two-week rotation.

3. The parties shall exercise holiday parent-time pursuant to Utah Code Annotated § 81-9-303, with Respondent being considered the custodial parent.
4. The parties shall each have the right of first refusal for any segment of time that is greater than three hours where the party that is currently exercising parent-time is not able to care for the minor child.
5. Pick-ups and drop-offs shall be curbside.
6. Any conversations between the parties at exchanges shall be civil, short, and calm
7. The parties shall continue using a coparenting application, such as Our Family Wizard, as their primary means of communication, unless there is an emergency, in which case the parties shall communicate via phone call. The parties shall be limited to communications regarding the minor child. Each party shall be responsible for one-half of the costs associated with the coparenting application.
8. The parties shall discuss any major dispute on education, religion, or medical topics. If the parties are not able to come to a solution after discussion, the parties shall use an expert in the field of dispute. If the parties are not able to come to a solution after using an expert, the parties shall participate in a mediation session to discuss the dispute. If the parties are not able to come to a solution after participating in a mediation session to discuss the dispute, the parties may then seek the court's assistance.

CHILD SUPPORT

9. Petitioner is currently employed and earns a gross monthly income of approximately

\$4,680.00.

10. Respondent is currently employed and earns a gross monthly income of approximately \$4,005.00.

11. Based on these figures, a parent-time schedule with 145 overnights for Petitioner and 220 overnights for Respondent, one minor child between the parties, and Petitioner's other child being included, the monthly child support figure that Petitioner shall pay Respondent is \$304.00 per month. This figure shall become effective the month after the Decree of Custody is entered.

CHILD CARE EXPENSES

12. Pursuant to Utah Code Annotated § 81-6-209, both parties shall share equally the work-related child care expenses of the parties.

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

14. 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 a provider and thereafter upon the request of the other party.

15. The party incurring the child care expenses shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

HEALTH INSURANCE

16. The parties shall follow the provisions of Utah Code Annotated § 81-6-208, regarding health insurance and medical expenses for the parties' minor child.

17. Pursuant to Utah Code Annotated § 81-6-208, the parties shall obtain health insurance for the minor child if it is available at a reasonable cost.

18. The parties shall share equally all out-of-pocket costs and the premiums actually paid by a party for the minor child's portion of insurance.

19. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child, and actually paid by a party, including deductibles and co-payments.

20. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the child's health care providers whenever possible.

21. If separate billing accounts are not available, 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 shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

22. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan which provides the best coverage shall be the primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or

dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. If the parties have double coverage for the children's insurance, each party shall pay their own insurance policy premium without reimbursement from the other.

TAXES

23. The parties shall alternate claiming A.J.G. on their taxes each year. Starting in 2026 and for even numbered years going forward, Petitioner shall claim A.J.G. on his taxes. Respondent shall claim A.J.G. on her taxes in odd numbered years.

DRUG TESTING

24. If either party reasonably suspects that the other party, or the other party's significant are using illegal substances, the party may request that the party or their significant other take a test so long as they prepay for it.

25. The requesting party shall provide their written request to the testing party, with enough time to reasonably allow the testing party to complete a test within 48 business hours of the request. In the written notice, the requesting party shall provide the location of the testing facility and proof that the test has been paid for in full.

26. The testing party shall have 48 business hours to complete the test, and shall provide the other party with the test results within 24 hours of receiving them.

27. If either party receives a positive test, the testing party's parent-time shall be immediately suspended until further agreement of the parties or order of the court. If there is a positive test, the testing party shall also reimburse the requesting party for the full cost of the test.

MUTUAL RESTRAINING ORDERS

28. To keep the child out of the middle of the parties' relationship and to avoid conflict, the parties shall not ask their child about the other parent, send messages to the other parent through the child, disparage or degrade the other parent in the presence of their child, or discuss any adult or custody-related issues with or in front of the child.

29. The parties will treat each other with dignity and respect in the presence of their child.

30. The parties shall be mutually restrained from disparaging the other in the presence of the minor child.

31. The parties shall be mutually restrained from discussing any matters related to this action in the presence of the minor child.

32. The parties shall be mutually restrained from harassing, annoying, or committing any acts of domestic violence against the other or in the presence of the minor child.

33. The parties shall be mutually restrained from allowing any third party to do something the parties are restrained from doing.

ATTORNEY FEES AND COURT COSTS

34. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

35. The parties shall be required to obtain an age-appropriate child car seat for their vehicles that is in good working condition and is within the suggested date range as set forth by the car seat manufacturer.

36. Unless otherwise stated herein, the parties waive any and all other claims they have against

the other through the date of signing the Stipulation and Agreement.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/

Justin Stringfellow

Attorney for Respondent

NOTICE

To Attorney for Respondent:

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Custody to the above-titled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 26th day of May, 2026.

KRISTOPHER K. GREENWOOD, LC

/s/ Rand Lunceford

Rand Lunceford

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on this 26th day of May, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Justin Stringfellow
1263 West Antelope Drive, Suite C
Syracuse, Utah 84075

justin@stringfellowutah.com

/s/ Eva Henery