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LPP for Javier Barron

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

IN THE MATTER OF CHILD OF;	DECREE OF PARENTAGE, CUSTODY,
JAVIER BARRON,	PARENT-TIME, AND SUPPORT
AND	CASE NO. 254902131
TIFFANY L'ESPERANCE.	JUDGE: CRAIG HALL
	COMMISSIONER: BRANDON RICHARDS

This matter comes before the Court upon the parties' written Stipulation resolving the above-captioned custody and support action. The Court, having reviewed the Stipulation, the Findings of Fact and Conclusions of Law, and the record, and good cause appearing, hereby ORDERS, ADJUDGES, AND DECREES as follows. The provisions below preserve the substance and wording of the parties' Stipulation to the greatest extent possible.

1) JURISDICTION AND VENUE

2) The Respondent was an actual and bona fide resident of Weber County, State of Utah for the three months preceding the filing of this action. See Utah Code Ann. § 81-4-402(1)(a).

3) Jurisdiction is proper pursuant to Utah Code Ann. §§ 81-5-103 and 81-5-604.

4) Venue is proper pursuant to Utah Code Ann. § 81-5-605.

5) Utah is the home state of the minor child on the date of the commencement of the proceeding or was the home state of the child within six months before the commencement of the proceeding and the child is absent from this state but a parent or person acting as a parent continues to live in this state. A court of another state does not have jurisdiction of the child or has declined jurisdiction. Substantial evidence is available in this state concerning the child's care, protection, training, and personal relationships. The child and the child's parents have a significant connection with the State of Utah other than mere physical presence. See Utah Code Ann. § 81-11-201.

6) PATERNITY

7) Petitioner is determined to be the legal, natural, declared, and/or adjudicated father of the minor child.

8) CUSTODY AND PARENT-TIME

9) **Children.** These orders pertain to the following child born to the parties, to-wit: L.L.B., born March of 2018.

10) **Physical custody.** The parties are awarded joint physical custody, care, and control of the child.

11) **Legal custody.** The parties are awarded joint legal custody of the child.

12) **Parent-time.** Petitioner is awarded parent-time on a two-week rotational basis as follows:

13) **During the School Year.** On Week 1, Petitioner shall have parent-time beginning Friday after school until Monday morning when he shall deliver the child to school. On Week 2, Petitioner shall have a midweek on Wednesday that shall begin when school releases at approximately 1:00 p.m. and shall end at 8:30 p.m.

14) During the Summer. On Week 1, Petitioner shall have parent-time beginning Thursday after school until Monday morning at 8:00 a.m. On Week 2, Petitioner shall have an overnight beginning at 3:30 p.m. on Wednesday until 8:00 a.m. on Thursday morning.

15) Father shall ensure that the minor child has a bedroom with a properly installed and functional privacy door. Father shall complete the framing, sheetrock, and installation of the bedroom door within thirty (30) days of the parties' signatures on the Stipulation. Petitioner's parent-time as outlined above shall begin when the privacy door is completed.

16) Holiday/extended parent-time. The parties are awarded holidays and extended parent-time as outlined in Utah Code Ann. § 81-9-303.

17) Transportation. The parties shall equally divide transportation.

18) Each party shall retrieve the child directly from school if school is in session. If school is not in session, the exchange shall occur at the other party's residence unless agreed otherwise.

19) Relocation. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's Relocation Statute.

20) PARENTING PLAN

21) The following parenting plan shall govern the parties:

22) Definitions:

- a) Adult Issues: Child-related issues surrounding finances, parent-time, subjects beyond the child's maturity, changes to parenting responsibilities, and any issue over which the child has no control that will reasonably cause stress.
- b) Advance Notice: Seventy-two (72) hours in advance of an actual event.

- c) Confer: Actively seeking the opinion/advice of a co-parent and conveying any decision made as a result of said communication to a co-parent.
- d) Co-parent: The other parent of the child.
- e) Co-parenting: Working together for the goal of raising the child to be the best, most well-adjusted, and happiest child possible, transitioning into the best, most well-adjusted, and happiest adult possible.
- f) Day-to-day Decisions: Any and all routine parental decisions that do not interfere with decisions designated as Major Decisions.
- g) Gate Keeping: When one parent controls the flow of information about the child. This can only occur when one parent does not have access to the source of information.
- h) Major Decisions: Non-emergency surgery, long-term prescription medication, school/teacher selection, and other life-altering decisions.
- i) Parent-time: The actual time awarded to a parent to care for a child.
- j) Reply Notice: Thirty-six (36) hours in advance of an actual event.

23) Restraining Orders:

- a) The parties shall not bother, harass, annoy, or threaten each other.
- b) The parties shall never use the child as a confidante or counselor on Adult Issues.
- c) Any modifications of the parties' orders or parenting plan shall be written and signed by both parties.

d) The parties shall prevent anybody from disparaging the other Co-parent or any other individual significantly bonded to the child. The parties shall control their own extended family and make sure that their conduct and behaviors are consistent with these terms.

24) Communication / Information:

a) Communication about Adult Issues shall occur between the parties only. This means that in the event that one or both of the parties marries, the parties will continue to communicate with one another and not communicate instead through their new spouse or any other third party. In the event that communication with the child regarding Adult Issues becomes necessary, it shall be done jointly as co-parents.

b) Communications between the parties shall be peaceful, civil, and non-abusive.

c) Communication with the child shall not disparage, harm, or alienate the other party. Communication with the child shall positively reinforce the good qualities of the other Co-parent.

d) The parties shall confer regarding Major Decisions and utilize Advance Notice and Reply Notice.

e) The parties shall create their own relationships with the child's teachers, doctors, coaches, and friends. The parties shall freely exchange this information with each other.

f) The parties shall notify each other immediately in the event of a medical emergency. They shall notify their Co-parent when the child is ill and shall not utilize illness as a means to interfere with parent-time. The parties are competent to care for the child during illness. The parties shall share details on medication for the child and any dosages necessary. The parties will administer properly prescribed medication as instructed.

g) The parties shall allow the child to have liberal phone, virtual, and other contact with the other Co-parent during reasonable hours. This shall not be abused by either parent.

25) Decision Making / Dispute:

a) The parties shall give good-faith consideration to the views of the other. If the decision involves medical or schooling issues, they will seek input from treating physicians/educators. The parties shall both be provided the input.

b) If the parties cannot agree after making a good-faith effort to come to an agreed-upon decision, Respondent shall have presumptive decision-making authority. This level of authority shall allow Respondent the right to make a preliminary decision that shall be communicated to Petitioner.

c) If Petitioner believes that the decision is contrary to the best interests of the child, he shall have the right to seek review thereof through the Court. Petitioner has the burden of demonstrating that the decision is contrary to the child's best interests.

d) The parties shall attend one good-faith session of mediation prior to bringing the issue before the Court.

- e) The child shall continue at his current school.

26) Transportation, Travel, and Relocation:

- a) The parties shall have the child ready and able to leave with the other Co-parent at the scheduled time for pick-up. The parties shall be considerate of each other by demonstrating routine timeliness. The parties shall make the transition quickly and without delay or drama.
- b) If the parties travel with the child beyond 150 miles, they will give the other Co-parent at least fourteen (14) days' advance notice and provide a phone number and address for emergencies. When traveling with the child, the parties will make reasonable efforts to facilitate communication with the other Co-parent. If the child requires a passport for travel, the parties will both assist in obtaining the child's passport.
- c) The parties shall provide the other Co-parent current contact information within twenty-four (24) hours of any local change of address.

27) Activities and Special Events:

- a) Both parties have the right to know about and attend all school, religious, and extracurricular activities of the child.
- b) The parties shall make reasonable efforts for the child to attend special family functions with Advance Notice. The parties shall not abuse this privilege by making excessive requests or unreasonably withholding permission, especially where the event is unalterable by a parent, such as weddings, funerals, family reunions, etc.

c) The parties can enroll the child in activities that do not require involvement of the other Co-parent. By doing so, they recognize the other Co-parent will not be sharing the cost and understand that the activity shall not interfere with the other Co-parent's parent-time.

d) The parties shall discuss any proposed changes to the parent-time schedule with the other Co-parent prior to talking with the child about any activity in which they want the child to be involved.

e) The parties shall help the child complete any homework the child has received during their parent-time.

f) The parties shall make the child's activities comfortable and enjoyable for the child; their own needs are inferior.

g) Environment:

h) While caring for the child, the parties shall not consume any intoxicant or other substance to impairment.

i) The parties shall not smoke or vape in the presence of the child nor permit third parties to do so.

j) The parties shall not engage in sexual contact with any other person in the presence of the child.

28) Surrogate Care:

a) Parental care is better for the child than surrogate care.

- b) If a party is unable to care for the child for more than eight (8) hours, that party shall offer the time to the other parent. The parent receiving the extra time will provide the transportation.

29) Stepparent or Other Romantic Partners:

- a) The parties shall ensure that any stepparent or other romantic partner introduced to the child does not overstep a limited role. They are not the child's parent. The role of a stepparent or other romantic partner is to support, not supplant, the other Co-parent.

30) Sanctions:

- a) If the Court finds either party's actions to be dishonest, deceptive, or frivolous, or in violation of the Court's Orders, that party shall be subject to sanctions and other corrective measures by the Court.
- b) The parties shall routinely review every provision of this parenting plan.
- c) Neither party shall claim ignorance of these provisions.

31) CHILD SUPPORT

32) Petitioner's gross monthly income is \$5,200.

33) Respondent's gross monthly income is \$3,987.

34) Based on Petitioner receiving 145 overnights and Respondent receiving 220 overnights, Petitioner's child support obligation to Respondent is \$379 per month beginning May of 2026.

35) Each party is obligated to pay one-half of the child's school fees, school lunches, and other similar costs and expenses that directly benefit the child. The reimbursement of costs and expenses shall be consistent with the terms outlined in the Health Insurance section below.

36) The child support is due one-half by the 5th and one-half by the 20th of each month. See Utah Code Ann. § 81-7-102.

37) The child support obligation shall continue until: (i) the minor child reaches the age of eighteen (18); or (ii) the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus any emancipated minor child on the Office of Recovery Services' online child support calculator.

38) There shall be an automatic reduction in child support for extended parent-time unless the parties have joint custody. See Utah Code Ann. § 81-6-211(4).

39) An order through the Office of Recovery Services authorizing universal withholding may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

40) CHILDCARE

41) The parties shall equally share any out-of-pocket childcare costs. See Utah Code Ann. § 81-6-209.

42) If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon: (1) presentation of reasonable but verifiable proof of the out-of-pocket childcare expense; and (2) proof of employment; or (3) proof of enrollment and attendance at school.

43) The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. The custodial parent shall notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.

44) The parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

45) If childcare is needed during Petitioner's parent-time, the child may attend Little Rascals Daycare, where Respondent is employed, so long as space is available and the daycare can meet the child's needs. Petitioner shall notify Respondent in advance when daycare is needed.

46) HEALTH INSURANCE

47) The parties shall maintain health insurance for and on behalf of the minor child so long as it is available through their employment. See Utah Code Ann. § 81-6-208.

48) Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium.

49) This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

50) The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon the initial enrollment of the child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium, or benefits within thirty (30) days from the date of the change and provide an annually updated medical card.

51) Each party shall pay one-half of all out-of-pocket health-care expenses, including but not limited to medical, dental/orthodontia, prescriptions, deductibles, co-pays, and other reasonable expenses associated with the child.

52) The party who incurs health-care expenses shall provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party shall reimburse one-half within thirty (30) days of receipt of the verification.

53) The party 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 the party incurring the expenses fails to comply with this section.

54) If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent child. If a parent remarries and the 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. In addition, if there is double coverage, the insurance premiums offset and neither party shall pay a portion of the other party's premium, regardless of any disparity in the premium cost. See Utah Code Ann. § 81-6-208.

55) CHILD-RELATED INCOME TAX DEDUCTIONS

56) The parties have one child. Petitioner is awarded the right to claim the child in even years. Respondent is awarded the right to claim the child in odd years.

57) Upon reasonable Advance Notice and request, each party shall provide the other party a signed Internal Revenue Service Form 8332, or any other equivalent or necessary form, for any year when the other party is awarded the child for tax purposes.

58) ATTORNEY FEES

59) Each party shall pay his or her own attorney fees and court costs if this matter remains uncontested.

60) If either party defaults in his or her obligations hereunder or must seek relief from the Court in the enforcement or modification of this Decree, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

61) Before filing an enforcement motion, the complaining party shall provide written notice of the alleged violation and allow the other party three (3) days to correct or cure the issue unless emergency relief is required.

62) FINAL ORDERS

63) The parties shall comply with every provision of this Decree and the incorporated Stipulation.

64) The Court retains jurisdiction to enforce, clarify, and, when permitted by law, modify this Decree.

65) This Decree constitutes the final judgment of the Court in this matter.

THE COURT'S SIGNATURE MAY APPEAR AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT

DATED July 29, 2026

APPROVED AS TO FORM:

/s/ Robert J. Hanks

Robert J. Hanks, Bar No. 9446

Cordell & Cordell, P.C.

Counsel for Respondent Tiffany L'Esperance

Signed by John D. Seegrist with permission from

Robert J. Hanks via email dated July 29, 2026

Submitted by:

/s/ John D. Seegrist

John D. Seegrist, LPP No. 61035

Stillwater Family Law, LLC

LPP for Petitioner Javier Barron

CERTIFICATE OF SERVICE

I certify that on the date below, I served a true and correct copy of the foregoing DECREE OF PARENTAGE, CUSTODY, PARENT-TIME, AND SUPPORT as follows:

Robert J. Hanks (9446)
Cordell & Cordell, P.C.
Counsel for Respondent Tiffany L'Esperance
Email: rhanks@cordelllaw.com
Method of Service: Efile and Email

DATED September 3, 2026

/s/ John D. Seegrist
John D. Seegrist (61035)
Stillwater Family Law, LLC