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LPP for Respondent

**IN THE FOURTH DISTRICT COURT OF UTAH
IN AND FOR THE COUNTY OF UTAH, STATE OF UTAH**

In the Matter of the Marriage of:

OMAR BALBUENA,

Petitioner,

and

BLANCA SOLEDAD BALBUENA,

Respondent.

DECREE OF DIVORCE

Civil No. **254403038**

Judge: **SHAWN R. HOWELL**

Commissioner: **MARIAN ITO**

The above-entitled matter comes before the Court, the Honorable Judge Adam Mow presiding. Petitioner is represented by Seth Brown; Respondent is represented by Marina L. Johnson. The Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. The parties are awarded a Decree of Divorce severing the bonds of matrimony between the parties on the grounds of irreconcilable differences, effective immediately upon entry.

PROVISIONS RELATING TO THE CHILDREN OF THE PARTIES

2. There is one minor child as issue of this marriage, to wit: B.B., born September 2008.

3. Pursuant to Utah R. Civ. P. 100, Respondent states, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

CHILD CUSTODY, PARENT TIME, AND PARENTING PLAN

4. **Joint Legal Custody:** The parties shall be awarded joint legal custody of the minor child. Respondent shall have the final decision-making authority.

5. **Sole Physical Custody and Parent Time:** Respondent shall be awarded sole physical custody of the minor child. Parent time shall be as the parties agree; if the parties cannot agree, Petitioner shall have parent time pursuant to Utah Code Ann. § 81-9-302.

6. **Holiday Provisions:** The parties shall observe the holiday schedule as outlined in Utah Code Ann. § 81-9-302. Respondent shall be considered the custodial parent for holiday and extended parent time purposes.

7. **Pickup and Delivery for Parent Time:** When it is necessary to pick up the child to exercise parent time, the party exercising parent time will be responsible for picking up the child at the other party's residence. Whenever possible, exchanges for parent time shall occur at the child's school.

8. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. § 81-9-209, with the presumption of child remaining in status quo and not changing school if possible.

PARENTING PLAN

9. **Advisory Guidelines:** The parties shall follow the advisory guidelines set forth in Utah Code Ann. § 81-9-202, with the exception that, to the extent Utah Code Ann. § 81-9-202 conflicts with any provision of the decree, the provisions of the decree shall be the controlling provision. These guidelines are incorporated to govern all parent-time arrangements between the parties.

a. **Mutual Restraining Order:** The parties shall be restrained from disparaging the other party to or in the presence of the child and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third parties to also be so restrained. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at any time or place. The parties shall be further cause any third parties, including relatives, not to disparage the other party or the parties' child. The parties shall be responsible for preventing any third-party unfair treatment of the minor child. The parties are further permanently restrained from going near the other party's residence, car, or place of employment, without consent from the other party.

b. **Communication:** Each party shall communicate directly with the other and not through third persons. The minor child shall never be used as a messenger. Communication shall be respectful, and at no time should it be sarcastic or derogatory. Communication shall be limited to matters involving the

minor child, such as their health, activities, and well-being. In the event of a child's medical emergency, each party shall promptly notify the other.

c. **Emergency Medical Decisions:** The parent who has the child at the time he suffers a medical emergency shall have the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency as soon as possible.

d. **Day-to-Day Decisions:** Whichever parent has the child in their physical custody may make minor, day-to-day decisions regarding them and their care.

e. **Address and Phone Number:** The parties shall keep each other informed of their contact information (address, phone, email) and update the other within 24 hours of knowledge of any change.

f. **Medical Information:** Both parties shall have the right to obtain medical information for the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. The parties shall keep the other party updated on all medical information regarding the child.

g. **Educational Information:** Both parties shall have the right to obtain educational information for the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. The parties shall keep the other party updated on all educational information regarding the child. Both parties shall be listed as parents of the child, and both parents may pick up the child from school, provided such

pick-ups do not interfere with regular school hours, except for appointments necessitating early check-out or emergencies. To the extent necessary, each party shall cooperate to ensure that the other party is granted access.

h. Safe Environment: The parties shall have and maintain safe and appropriate sleeping and living accommodations for the minor child before any parent time takes place;

i. Stability: The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

j. Notice of Activities: Both parties shall be required to timely notify the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extra-curricular activity schedules, school events, etc. Each party shall provide the other party with these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of the events. Both parties shall have direct access to the minor child's activity schedules.

k. Special Consideration for Events: Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

The parties shall make every effort to schedule their activities during their parent time.

l. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent shall or allow others to permanently change the appearance of the bodies of the child, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent of the other parent.

m. No Illegal use of Drugs, prescription drugs or use of alcohol to excess: Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when the child is present. Each party shall be prohibited from exposing the child to harmful substances such as drugs and alcohol.

PROVISIONS RELATING TO SUPPORT PAYMENTS

10. Petitioner's Income: Petitioner is employed and has a gross monthly income of approximately \$4,965 per month for purposes of child support.

11. Respondent's Income: Respondent is employed and has a gross monthly income of approximately \$3,587 per month for purposes of child support.

12. Child Support: The parties shall use a sole custody worksheet to calculate child support for one child. Petitioner shall pay Respondent \$600 in base child support each month, which constitutes a \$49 upward deviation from the Uniform Child Support Guidelines. Child support will commence on July 1, 2026.

PROVISIONS RELATING TO HEALTH INSURANCE

13. Pursuant to Utah Code Ann. § 81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance. The parties shall comply with the provisions of Utah Code Ann. § 81-6-208 regarding health insurance for the minor children.

14. Currently, the Petitioner covers the child through his employer and has no out-of-pocket costs. Petitioner shall continue providing insurance for the minor child.

15. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 regarding covered and non-covered health insurance and premiums for the minor child. The parties shall divide equally all reasonable and necessary medical, dental, optical, orthodontic and psychotherapeutic expenses incurred for the benefit of the child. All claims for reimbursement shall be subject to verification per Utah Code Ann. § 81-6-208(8) through (10).

16. The parties shall divide the child's portion of the total premium expense equally. The child's portion is calculated by dividing the monthly total premium expense by the number of persons covered under the policy, then multiplying that amount by the number of minor children.

PROVISIONS RELATING TO SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES AND EXPENSES

17. The parties shall equally share the cost of the minor child's school and extracurricular activities to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

18. The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child so desires to maintain the activity.

19. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

20. Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment, with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall not interfere with the other party's parent-time.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

21. Each party shall be awarded the bank account currently in their name.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

22. During the course of the marriage, the parties acquired assets related to retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts.

23. Respondent shall be awarded 50% of the Petitioner's pension pursuant to the Woodward formula. The parties shall cooperate to prepare and complete a QDRO and any other necessary documents within 60 days of the signing of the Decree. The Petitioner shall be responsible for the cost of the QDRO.

24. Each party shall be awarded the 401k currently in their name, free and clear of any claim from the other party.

PROVISIONS RELATING TO REAL PROPERTY

25. The parties did not acquire any real property.

PROVISIONS RELATING TO PERSONAL PROPERTY

26. Each party shall be awarded their personal belongings.

27. The household items/furniture in the home shall be awarded to the Respondent.
28. The Petitioner shall be awarded the 2024 Subaru Forester along with any positive or negative equity. The Petitioner shall refinance the vehicle to remove the Respondent's name within 60 days of the Stipulation. Respondent shall sign any necessary documents to remove her name from the title.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

29. Each party shall be awarded the debt currently in their name.
30. The parties shall take all necessary steps to remove each other's name from any and all joint accounts or obligations within thirty (30) days of the entry of the Decree of Divorce.

PROVISIONS RELATING TO ALIMONY

31. Petitioner shall pay Respondent \$1,500 for 10 years (120 months) commencing July 1, 2026.

TAXES

32. Respondent shall claim the minor child as a dependent each year.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

33. Both parties shall be restrained from harassing, harming, bothering, annoying, threatening, or committing violence against the other party.

MISCELLANEOUS PROVISIONS

34. **Use of Vehicle:** The parties shall continue to share the use of the 2024 Subaru Forester until June 30, 2026.

35. **Move Out:** The Petitioner shall move out of Respondent's home no later than June 30, 2026.

36. **Cell Phones:** The Petitioner shall continue paying for the bundled internet and cell phone bill for the Respondent and the minor child for 10 years. The cell phone plan shall remain as it currently is, including device insurance and unlimited talk, text, and data. Petitioner shall add the Respondent's name to the plan for the limited purpose of accessing the device insurance. Respondent shall not be responsible for any outstanding balance or billing issues.

37. **Name Change:** Respondent shall be entitled to restore her name to her maiden name of "Calderon" if she so chooses.

38. **Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

39. **Execution of Documents:** Both parties shall sign and fully execute whatever documents are necessary to implement the provisions of the Decree of Divorce.

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/_____

Seth Brown
Attorney for Petitioner

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

CERTIFICATE OF SERVICE

I certify that on March 30, 2026, I served a copy of the above document on the following people by the method indicated:

Brian Porter Seth Brown Attorney for Petitioner	<input type="checkbox"/> Mail <input type="checkbox"/> Electronic filing <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Left at business <input type="checkbox"/> Left at home
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/s/ Marina L. Johnson
Marina L. Johnson