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

In the Matter of the Marriage of:	DECREE OF DIVORCE
CARLOS CAMPOS MARTINEZ, Petitioner.	
and	
MAYRA CAMPOS, Respondent.	Case No. 264400336 Judge: Denise M. Porter Commissioner: Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Petitioner is awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

2. There are two (2) minor children born as issue of this marriage to wit: **[R.L.C. DOB 08/30/2008 and C.A.C. DOB 06/05/2012]**.

3. **Legal Custody:** The parties shall be awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting plan below.
4. **Physical Custody and Parent-Time:** Respondent shall be awarded sole physical custody of the minor children. Parent-time shall be as the parties agree. If the parties do not agree, Petitioner's parent-time shall be according to Utah Code Ann. §81-9-302. Upon Petitioner obtaining housing with at least two bedrooms and providing proof to Respondent, his parent-time shall automatically adjust to Utah Code Ann. §81-9-303 and the parties shall have joint physical custody.
5. **Pickup and Delivery for Parent-Time:** Both pick-up and drop-off shall be as the parties agree and shall be through school when possible, and if not possible, curbside. If an agreement cannot be reached, the party exercising parent-time will pick up the minor children curbside. Neither party shall leave their vehicle at pick up and drop off.
6. **Summer/Extended Parent-Time:** The parties will exercise summer/extended parent-time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party by May 1st of each year. Petitioner shall have priority in even years, and Respondent shall have priority in odd years.
7. **Holidays:** The parties will continue to exercise holiday parent-time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree, with Respondent being designated as the custodial parent on the schedule. Holiday-time shall trump the usual parent-time schedule.
8. **Relocation:** If either of the parties intends to relocate more than 50 miles from the other, 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 §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

PARENTING PLAN

9. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. §81-9-302 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 are suggested to govern all parent-time arrangements between parents in the event the parties do not agree to the parent-time schedule. Specifically, if either parent will not be with the children overnight, they must offer the right of first refusal to the other parent with as much advance notice as possible.

10. Decision-Making: Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If there is a dispute that cannot be resolved through discussion of the parties, Respondent shall have preliminary final say after attending mediation, subject to Petitioner's right to court review.

11. School: The children shall continue to attend school at their current school and feeder schools. The parties shall have access to the children during school and authority to check the children out of school. The minor children shall attend school absent extenuating circumstances, medical appointments, sickness, or as otherwise agreed by the parties.

12. Notice of Events: The parties will notify one another within 24 hours of receiving notice

of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.

13. Access to Records: Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

14. Travel: In the event the parties vacation away from their home, the parent exercising parent-time with the children shall provide, as soon as reasonably possible, but not less than 7 days to the other parent the following prior to leaving for vacation with the minor children:

- a. An itinerary of travel dates;
- b. Destinations, including an exact address where the children will be staying, and a phone number where they can be reached (for example, if they are staying at a hotel or at the home of a family member or friend);
- c. Places where the minor children or traveling party can be reached.
 - i. **Passports:** Both parties shall facilitate in a timely manner obtaining passports for the minor children upon written agreement between the parties for any out-of-the-country trips the minor children take with either parent.
 - ii. The minor children shall not leave the United States without express written permission from both parties.

15. Notice of Contact Information: Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

16. Notice Regarding Illnesses: The parties shall notify one another of any illness that the children have while in their home for parenting time. They will also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental, or mental health professionals.

17. Sharing of Information: The parties shall use their best efforts to communicate and share information with each other regarding the children.

18. Reasonable Contact: Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.

19. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

20. Petitioner is employed and earns \$3,813 per month in gross income for purposes of calculating child support.

21. Respondent is employed and earns \$3,400 per month in gross income for purposes of calculating child support.

22. Pursuant to Utah Code Ann. §81-6-202, Petitioner shall pay child support to Respondent in the amount of \$751 per month for two (2) minor children of the parties pursuant to a sole custody worksheet beginning May 1, 2026. Once R.L.C. ages out and is no longer eligible for

child support, child support for one (1) minor child shall be automatically adjusted to \$496 a month. Monthly payments will be split in half and due on the 5th and 20th of each month.

23. When the parties move to joint physical custody, child support shall automatically adjust to \$496 if there are two children, or \$306 if there is one child eligible for child support.

24. There are no child support arrears, which have been taken into account in the division of the marital home.

25. **Child Support Adjustment Upon Emancipation:** The parties acknowledge that the child support obligation shall be subject to automatic reduction pursuant to Utah Code Ann. §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching age eighteen (18) years or graduation from high school, whichever occurs later. Upon such event, the child support obligation shall be reduced proportionately to reflect the remaining number of children entitled to support without the need for further court order or motion, unless otherwise modified by the court.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

26. 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 and shall follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor children.

27. The parties shall each pay one-half (½) of any out-of-pocket medical expenses incurred on behalf of the minor children, including medical, dental, orthodontic, vision, and therapy and premium costs.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

28. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

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

PROVISIONS RELATING TO ALIMONY

30. The parties are capable of providing for themselves. Therefore, neither party shall be awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

31. During the course of the marriage, the parties acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:

a. Each party shall retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

32. During the course of the marriage, the parties have not acquired any retirement benefits.

PROVISIONS RELATING TO BUSINESS INTERESTS

33. There are no business interests between the parties.

PROVISIONS RELATING TO PERSONAL PROPERTY

34. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

a. Petitioner shall be awarded the 2015 Mazda 6 and all equity or debt contained therein, free and clear of any claim from Respondent. Petitioner shall acquire physical possession of the car and will take over the payments on May 25, 2026. Petitioner will refinance the car as soon as possible, but no later than 180 days after signing the document. Respondent shall make the April car payment, after which Petitioner shall be responsible for the payments moving forward.

b. Respondent shall be awarded the 2018 Honda Civic and all equity or debt contained therein, free and clear of any claim from Petitioner.

35. Each party shall be solely responsible for any maintenance, insurance payments, or loans on the vehicle they are awarded.

36. As part of a global property settlement, Respondent shall pay Petitioner \$3,000 within 90 days of the date of this Agreement.

37. Other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

38. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at **1450 S 640 E, Orem, UT 84097.**

b. Respondent shall be granted the marital home. Within 365 days of the date of this

agreement, Respondent shall refinance the home and pay Petitioner the lump sum of \$40,000.

c. If Respondent is unable to refinance the marital home within 365 days of the date of this agreement, the marital home shall be sold. The parties shall mutually agree on a realtor. If there is no agreement on a realtor, Petitioner shall provide Petitioner the names of 3 realtors within 7 days of the year refinance period expiring, from which list Respondent shall have 7 days to select a realtor. If Respondent does not respond, Petitioner may select the realtor. The proceeds from the sale of the home shall be divided as follows:

- i. Retire any and all mortgages or encumbrances;
- ii. Pay any and all closing costs and commissions;
- iii. Reimburse either party for any mutually agreed up repairs;
- iv. Pay Moises Lemus \$8,600;
- v. Pay Petitioner \$40,000;
- vi. Distribute any remaining equity/monies to Respondent.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

39. During the course of the marriage, the parties acquired certain debts, which shall be divided as follows:

- a. Respondent shall pay the debt of \$8,600 owed to Moises Lemus, unless the house is sold, in which case the debt shall be paid from the sale of the home.
- b. Each party shall pay their own credit credits.

40. Other than the auto loans and debts attached to real property—discussed elsewhere in this document—each party shall assume, pay, and hold the other party harmless from liability on all debt in his or her own name.

41. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.

42. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PROVISIONS RELATING TO TAX CREDIT

43. The parties shall claim the minor children for federal and state tax purposes as follows: Petitioner shall claim R.L.C. and Respondent shall claim C.A.C. When only one child is still available, Petitioner shall claim the minor child on his taxes on odd-numbered tax years, and Respondent shall claim the minor child on her taxes on even-numbered tax years. For all tax years, Petitioner must be 100% caught up on his child support obligations by December 31 of the applicable tax year to claim the minor children.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

44. The Protective Order in case 254403069 shall be dismissed and the parties shall be subject to the following Mutual Restraining Order:

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the

children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time.

e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances.

g. Both parties shall abstain from illegal drug use. Neither party shall expose the minor children to excessive alcohol use or illegal drugs. Neither party shall permit the

children to obtain a tattoo or piercing without both parents' written consent.

h. Both parties shall only communicate electronically (text, email, or co-parenting app) with each other about issues related to the children.

i. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

ATTORNEY'S FEES

45. Each party shall pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

46. Respondent may revert her last name to her maiden name of "Mayra Lemus" if so desired.

47. Each party shall execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

48. The Court shall grant other relief as the Court deems to be equitable.

49. Final Stipulation: The *Stipulation and Settlement Agreement* is entire and complete and embodies all understandings and agreements between the parties. This stipulation is agreed upon by both parties. This is a global settlement and settles all disputed issues, including litigation issues between the parties pertaining to this action. No prior or contemporaneous oral or written agreements or matters outside of this stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the *Stipulation and Settlement Agreement* is fair and reasonable. There are no questions the parties have to ask or unresolved

issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

50. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting the *Stipulation and Settlement Agreement*, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Mayra Campos

Mayra Campos

Respondent, Pro Se

Electronically signed with permission received from Mayra Campos via email 4/30/26

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

TO THE RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) 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 from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of April 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Mayra Campos

gator0605@icloud.com

Respondent, Pro Se

/s/ Kacee Robinson

Kacee Robinson

Paralegal for Mary Bevan