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Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT—PROVO
IN AND FOR UTAH COUNTY, STATE OF UTAH
137 North Freedom Blvd, Suite 100, Provo, UT 84601

IN THE MATTER OF THE MARRIAGE OF:

JESUS OZIEL RODRIGUEZ COTA,
Petitioner,

and

ADILENE MONTSEERRAT PANTOJA SANDOVAL,
Respondent.

**DECREE OF DIVORCE AND
JUDGMENT OF LAW**

Case #: **254400231**

Judge: Sean Petersen

Commissioner: Marla Snow

This matter came before the Court on the parties trial conducted on April 30, 2026. Subsequently the Stipulated to a resolution of all the issues in the case. The court having reviewed the file in this matter, and having previously entered its Findings of Fact and Conclusions of Law, now:

ORDERS, ADJUDGES AND DECREES

That the Petitioner is awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

PROVISIONS RELATING TO CHILDREN

1. Children. There was one child born as issue of this marriage. Namely, **MRP born December 31, 2023**.

2. Residency. The minor child has resided in this county for at least 6 months prior to the filing of this matter and Mother still resides in this county.

PROVISIONS RELATING TO CUSTODY

3. Physical Custody: The Mother shall be awarded the physical custody of the minor child. Father shall be awarded parent-time as the parties may agree. If the parties are unable to agree, Parent-Time shall be pursuant to Utah Code § 81-9-302 and § 81-9-304.

4. Legal Custody: The parties shall share equally the legal custody of the minor child.

PROVISIONS RELATING TO CHILDREN SUPPORT

5. Child Support: The Mother is employed and earns approximately \$2,254.00 per month. The Father is employed and earns approximately \$3034.00 per month. Effective June 1, 2026, child support is awarded to the Mother from the Father in the amount of \$398.00 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and on-half by the 20th of each month.

PROVISIONS RELATING TO TAXES

6. Taxes: Petitioner shall claim the minor child on his tax returns odd numbered years and Respondent shall claim the minor child on her tax returns even numbered years.

PROVISIONS RELATING TO PARENT-TIME AND PARENTING PLAN

7. Parenting Plan. The parties shall use the terms herein and Utah Code Ann. § 81-9-203 as a parenting plan and be bound to abide thereby. The parties shall keep each other informed of the

activities, and appointments for the child. The parents shall notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible and participate fully. Both parties are entitled to direct access to all the child's records without limitation. Both parties shall be listed as parents and basic contact information and provided for all third parties who interact with the child (medical, school, therapeutic, religious, day care, etc.). Minor and day-to-day decisions and emergency medical decisions shall be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education. Neither party shall make a major decision for the child unilaterally.

a. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties shall first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties shall promptly submit the matter to mediation. If mediation does not resolve the issue, then the Mother shall make the final decision and provide the reason for the decision in writing to the Father. Upon receipt of the decision, the Father may file an objection/motion in court and schedule a hearing, and the court shall decide the issue using the standard of the best interest of the child.

b. Contact Information: The parties shall keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change. Further, ***all communication between the parties shall be limited to writing via email or text.***

c. Communication with Parent: All contact and communication between the parties shall be ***civil in nature and only regarding the child.***

d. Communication with Child: Communication between a parent and the child (phone Facetime, texting, and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, uncensored, unmonitored, and unrecorded. If the child is not available when a parent calls, then the party with the parent time shall initiate or have the child initiate return contact as soon as possible the same day, but not later than 24 hours. The child may initiate contact with either parent at any reasonable times and durations, so long as such communication is not unduly disruptive to the other parent's parent time.

e. Educational Plan: Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties shall share passwords for any school website so each can access events and schoolwork online. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the child to and from school on time. In the future, if the parties disagree on the school placement or registration, they shall use the dispute resolution procedures outlined above.

f. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if *both parties agreed in writing* to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving

the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents shall make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

g. Schools Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

h. Transportation: The parties shall share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time shall pick up the child at school or at the residence of the other when school is not in session at the time of an exchange. However, a parent with overnight parent time shall be responsible to drop the child off at school the next morning, If school is in session. A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the sending parent and the child are aware of the identity of the individual.

i. Curbside: All exchanges shall be curbside. This means that the receiving parent shall remain at the curb and within 5 feet of the car, the sending parent shall remain at or within 5 feet of the door of the residence, the child is sent to and from the car, and no communication is to take place at the exchanges.

j. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) 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.

k. Out of Country Travel: When a party desires to travel outside the United States with the minor child, the traveling party shall give complete information as outlined in the previous paragraph, and the non-traveling party shall reasonably cooperate and sign the documentation required by the airlines, TSA, Homeland Security, etc. so that the minor child may travel out of the United States and back into the United States safely. The Mother shall maintain possession of the child's passport and cooperate and give the passport to the Father when Father is traveling with the minor child, and Father shall return the passport to the Mother within 7 days after returning from travel.

l. Relocation: The relocating parent shall provide written notice to the other parent at least 60 days before the day on which the relocating parent intends to relocate. The relocation notice must include the parent-time provisions in Utah Code subsection 81-9-209(9). Or a parent-time schedule approved by both parties. That a parent will not interfere with the other's parental rights pursuant to court ordered parent-time arrangements for the parent time schedule approved by both parties. The court shall upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and the relevant parent-time schedule under Utah Code Section 81-9-302 or 81-9-304 and make

appropriate orders regarding the parent time schedule and costs for parent-time transportation.

m. Summer: Parent-Time during the summer shall continue as outlined above, except that extended summer parent time with both parties shall be pursuant to Utah Code § 81-9-304. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time by May 1st each year. If the parties have a scheduling conflict for their extended summer parent time, the Father shall have priority in even-numbered years and the Mother in odd-numbered years. Unless the parties agree otherwise in writing, a parent's extended summer parent time may not be taken on the other parent's holidays under the code.

n. Holidays: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties shall use holiday schedule in Utah § 81-9-304, summarized as follows:

Holiday or Event	Holiday Time Period See Utah Code § 81-9-302 (Last Updated September 2024)	Odd Years	Even Years
Martin Luther King Jr. Day	(1) Holiday begins: (a) Friday at 9 a.m. if school is not in session and the parent can be with the child. (b) the time that school is regularly dismissed, or at (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day, or at (b) 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
President's Day	(1) Holiday begins: (a) Friday at 9 a.m. if school is not in session and the parent can be with the child. (b) the time that school is regularly dismissed, or at (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day, or at (b) 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break	(1) Holiday begins at: 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break, or at (b) 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother
Memorial Day	(1) Holiday begins: (a) Friday at 9 a.m. if school is not in session and the parent can be with the child. (b) the time that school is regularly dismissed, or at (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day, or at (b) 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day, or at (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at: 6 p.m. on the day following Juneteenth National Freedom Day.	Father	Mother
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Mother	Father

Holiday or Event	Holiday Time Period See Utah Code 81-9-304 (Last Updated September 2024)	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Father	Mother
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child. (b) the time that school is regularly dismissed, or at (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or at (b) 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Mother	Father
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or at (b) 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother
Halloween	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed, or at (b) 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Mother	Father
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day.	Father	Mother

	(2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or at (b) 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mother	Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Father	Father

PROVISIONS RELATING TO MUTUAL RESTRAINING ORDERS

8. Mutual Restraining Orders re Child: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or from attempting to influence the child's preference regarding custody or parent time. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

a. Do Not Pump Child for Information. Neither party shall interrogate or "pump" the child for information about parent time or the potential significant relationships of the other party. The parties shall not put the child in the middle.

b. Do Not Discuss Adult Issues with Child. The parties shall not discuss adult issues with the child, including any legal or financial related issues with the child. Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money and ensure that each parent shall be supportive and respectful of the other parent in the presence of the minor child.

c. Do Not Use Child to Send Messages to Other Party. The parties shall not use the child to send messages to the other for parent time issues but shall discuss such issues directly with one another and outside the presence and hearing of the child. Both parties shall be restrained from making parent time arrangement or adjustments through the child.

d. No Corporal Punishment. Neither party shall use corporal punishment as a form of discipline on the child.

e. No Harassment and No Domestic Violence. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

f. No Alcohol in Excess, Illegal Drugs, or Abuse of Prescription Drugs. Neither party shall use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

PROVISIONS RELATING TO RIGHT OF FIRST REFUSAL

9. First Refusal. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the minor children over surrogate care. If the parent responsible for the minor children is not available for a period of four (4) hours or longer during parent-time, and the anticipated care will take place outside of a party's home, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent time, and (2) provide direct parental care.

PROVISIONS RELATING TO CHILDCARE

10. Childcare: Pursuant to Utah Code 78B-12-14, work-related childcare expenses shall be paid equally by each party. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements with family members are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare shall not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

PROVISIONS RELATING TO HEALTHCARE

11. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 78B-12-212. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father shall be secondary.

12. Medical and Dental Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical

expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 78B-12-212.

13. Past Medical Expenses: The parties shall provide proof of paid medical expenses for the last 12 months from the date of this agreement within 30 days of the date of this agreement. Each parent shall be responsible to reimburse 50% to the parent who paid of any verified payments for medical expenses for the minor child for the past year, but not before that. For any expenses not verified by appropriate documentation to the other parent in the next 30 days, the right for reimbursement is waived.

14. Division of Accounts: Pursuant to Utah Code 15-4-6.7 and prior to service being initiated, each party shall elect that providers for dental, medical, and school expenses shall create separate accounts for each party to pay their half of the costs separately.

PROVISIONS RELATING TO LIFE INSURANCE

15. Life Insurance. Both Mother and Father shall obtain a life insurance policy on their life, so long as such is available at a reasonable cost or through their employer, in an amount sufficient to provide for a monthly income equal to the child support payments herein. Both Mother and Father shall maintain in full force and effect said life insurance policy until the child support obligation terminates. During such period, both Mother and Father shall irrevocably designate the parties'

minor child as beneficiary on said life insurance policy, and designate each other as the trustee for said minor child.

PROVISIONS RELATING TO ALIMONY

16. Alimony. Both Petitioner and Respondent are able bodied adults who can support themselves and are not in need of support from each other.

PROVISIONS RELATING TO PERSONALTY

17. Personal Items: Prior to and during the course of their marriage, the parties have acquired certain items of personal effects, jewelry, clothing and belongings which have previously been divided between the parties and which division shall be confirmed in each.

18. Furnishings: Prior and during the course of their marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods which have previously been divided between the parties and which division shall be confirmed in each.

PROVISIONS RELATING TO MOTOR VEHICLES

19. Motor Vehicle. During the course of the marriage, the parties have not acquired an interest in Motor Vehicles.

PROVISIONS RELATING TO REAL PROPERTY

20. Real Property. During the course of the marriage, the parties have not acquired an interest in real property.

PROVISIONS RELATING TO BANK ACCOUNTS, INVESTMENTS, RETIREMENT OR PENSIONS, PROFIT SHARING PLANS, ETC.

21. Bank Accounts, Investments, Retirement/Pensions, Etc.

22. Petitioner shall be entitled to Petitioner's own bank accounts, investments, retirement or pensions, profit sharing plans, etc, established after the date of separation.

23. Respondent shall be entitled to Respondent's own bank accounts, investments, retirement or pensions, profit sharing plans, etc, established after the date of separation.

PROVISIONS RELATING TO BUSINESS INTERESTS

24. Business Interests. During the course of the marriage, the parties have not acquired an interest in a business entity.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

25. Debts. During the course of the marriage, the parties have not acquired any debts and obligations.

26. Hold Respondent Harmless. Petitioner shall assume, pay, indemnify, and hold Respondent harmless from liability on all debts and obligations incurred by Petitioner before the date of marriage, and after the date of separation.

27. Hold Petitioner Harmless. Respondent shall assume, pay, indemnify, and hold Petitioner harmless from liability on all debts and obligations incurred by Respondent before the date of marriage, and after the date of separation.

28. Both parties are prohibited from, and shall agree not to incur any debts, obligations, or liabilities on the other party's credit. Additionally, both parties shall refrain from doing anything to make the other party liable on a debt or to damage the other party's credit.

PROVISIONS RELATING TO INHERITANCE

29. Inheritance. Any and all property and monies received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

PROVISIONS RELATING TO DOCUMENTS

30. Documents. The parties shall be entitled to full and complete access to all records, statements, financial documents, etc., concerning any of the issues addressed or referenced in the Decree of Divorce to ensure that they are not deceived or taken advantage of, whether it involves the home, any business interest, retirement accounts, vehicles, credit cards, debts, personal assets, stock holdings, bonds, bank accounts, other assets, bill, debts, or tax records.

31. Each party shall be ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

PROVISIONS RELATING TO NAME CHANGE

32. Name Change. Respondent did not change her name after the marriage and shall continue to be known by her maiden name after the divorce.¹

PROVISIONS RELATING TO ATTORNEY FEES

33. Attorney's Fees. Each party shall be responsible for each of their attorney's fees.

PROVISIONS RELATING TO ENFORCEMENT

34. Enforcement. In the event either party fails to perform his or her obligations under the Decree of Divorce, such person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Decree of Divorce.

35. Each party shall be ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

******The Order of the Court as indicated above in the upper right-hand corner of this document with the Court's Official Stamp******

CERTIFICATE OF SERVICE

I hereby certify that on **June 5, 2026**, I served a true and correct copy of the foregoing by the method indicated below, on the following:

John S. Larsen	☐	Hand Delivered, Personal Service
YKBJ Law Group	☐	U.S. Priority Mail, Postage Prepaid
Attorney for Respondent	☒	Electronic Notification
75 South 300 West	☒	Email
Provo, UT 84601		
Telephone	801-379-2966	
Email	jlarsenlaw@gmail.com	

TEJADA LAW FIRM, P.C.

/s/ **M. Claribel Tejada**

M. Claribel Tejada
Attorney for Petitioner