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IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPT.
UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of:	DECREE OF DIVORCE
LISSETTE ELIZABETH TAPIA,	
Petitioner,	
and	
GERALDO FELIX TAPIA,	Civil No.: 264400737
	Judge: Thomas Low
	Commissioner: Marian Ito
Respondent.	

The above-entitled matter having come duly before the Court; the court having reviewed the papers filed herein; and having found that all appropriate documents have been filed; the Court having reviewed Petitioner's Declaration as to Jurisdiction and Grounds, the Court having entered the Finding of Fact and Conclusions of Law, now
ORDERS, ADJUDGES AND DECREES;

VENUE AND JURISDICTION

1. Petitioner was an actual bona fide resident of Utah County, State of Utah, and has been for at least three (3) months immediately prior to the commencement of this action, and therefore the state of Utah has jurisdiction of this matter and Utah County is the proper venue for this matter.

DIVORCE

2. Petitioner and Respondent were married on 3/7/2011, in Reno, Washoe County, Nevada.
3. Petitioner and Respondent separated on 7/10/2022.
4. Petitioner and Respondent are granted a mutual decree of divorce, one from the other, upon the grounds of irreconcilable differences, the same to become final upon entry.
5. Children. The parties have one (1) minor child together as issue of the marriage; to wit: G.R.T.-R., born in September of 2014. The parties are not expecting any other Children.
6. Child Custody Jurisdiction. Utah has jurisdiction to make the child custody determination pursuant to UTAH CODE ANN. §81-11-101, 81-11-201, and 81-11-208. The children have resided in Utah since birth and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.
7. Other Proceedings. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act, UTAH CODE ANN. 81-11-101, et Seq., and the Uniform Interstate Family Support Act, UTAH CODE ANN. 81-8-102, et Seq., upon information and belief, neither party has been a party or witness to, or participated in any other

litigation concerning the custody, child support, or parent-time of the Parties' minor child in this State or any other state.

CHILD CUSTODY AND PARENT-TIME

8. Legal Custody. It is in the best interest of the parties' minor child to award Petitioner sole legal custody of the parties' minor child.
9. Physical Custody. It is in the best interest of the parties' minor child to award Petitioner sole physical custody of the parties' minor child.
10. Parent Time. Parent time should be as the parties agree. If the parties cannot agree, Respondent's minimal amount of parent-time shall be non-overnight in accordance with Utah Code 81-9-302. If Respondent would like overnight visitations, Respondent must notify Petitioner, and within 2 business days, Petitioner will set up a drug test for Respondent to take. If Respondent is clean, he may have unsupervised overnight visitations.
 - a. *Holidays:* The parties should abide by Utah Code Ann. 81-9-302 (as amended) in regard to holiday visits and Petitioner should be designated as the custodial parent for purposes of designating holiday parent time. The school district calendar of Petitioner's residence shall be utilized for determining holidays and regular school days.
 - b. *Extended Parent-Time:* Each party shall be awarded two weeks of uninterrupted parent time in the summers. Petitioner shall have priority to choose extended time during odd years and Respondent during even years, so long as they designate their time by April 15. If the party with priority

fails to designate their time by April 15, then whomever makes the first request shall have priority.

- c. *Transportation for Child Exchanges.* Unless the parties agree otherwise, the party initiating parent time should be responsible for transportation and pick the child up from the other parent's home curbside at 7 PM if the child is not enrolled in school. If the child is enrolled in school, then the party initiating parent time may begin parent time at the conclusion of school.

PARENTING PLAN

11. Ground Rules

a. Restrictions.

- i. The Parents shall not question the Child about each other's personal relationships, financial spending, or otherwise use the Child as a tool for discovery.
- ii. The Parents shall not use the Child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.
- iii. The Parents shall not discuss adult issues with the Child, including, but not limited to, legal proceedings. Furthermore, each Parent has a duty to keep court paperwork in a secure location so that the Child do not read it.
- iv. The Parents shall not make negative or derogatory comments about each other or about the Child's grandparents, or other extended family members, to the Child or within the Child's range of hearing.

- v. The Parents shall not make derogatory remarks in the presence of the Child regarding any school or extra-curricular activity, or any medical or mental health procedure, in which the other parent desires for the Child to participate.
 - vi. The Parents shall not ask the Child to lie for them or to keep something secret from the other parent.
 - vii. The Parents shall not engage in any action that would estrange the Child from the other parent or impair the Child's love or respect for the other parent.
 - viii. While the Child are under their care and supervision, the Parents agree to not participate in any illegal drug activity or misuse prescription drugs.
- Furthermore, the parties will not allow third parties to use illegal drugs around the Child.

b. Encouraged Actions.

- i. Each Parent should maintain predictable schedules for the Child – including similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines.
- ii. Each Parent should maintain similar styles of discipline of the Child so as to allow the Child predictability.
- iii. Each Parent should speak about positive attributes of the other parent with the Child.
- iv. Each Parent should initiate contact with the other parent if the Child request to speak with the other parent and the Child is not old enough to initiate the contact alone.

12. Communication.

- a. All communication between the Parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship with the other parent.
- b. If a particular subject requires a response (by a reasonable standard), then the Parents are required to respond back within a reasonable period of time, and no later than 24 hours.
- c. Neither Parent should use the Child as messengers but shall instead communicate with each other directly.
- d. Both Parents should avoid any in person communication that might result in a conflict at a parent-time exchange and instead address issues via text message or email.
- e. Communication about the Child is preferred to be between the Parents only. Neither Parent shall not require the other to speak with his or her new boyfriend/spouse or girlfriend/spouse.
- f. Each Parent shall be entitled to telephone and virtual communication with the Child at reasonable times, frequency, and duration. The Parents will not abuse this privilege as it is important that the Child have time to enjoy parent-time with each of the Parents.
- g. Each of the Parents shall be entitled to correspond with the Child through the mail or by electronic mail, and the other parent will not censor or otherwise interfere with such correspondence.

13. Information Sharing.

- a. Each Parent shall promptly exchange information concerning the health, education, and welfare of the Child.
- b. Each Parent shall notify the other parent if the Child have a disciplinary or significant social issue at school.
- c. Information concerning the Child's school shall be exchanged between the Parents upon receipt of the same.
- d. Each Parent shall inform the other of all major activities/events the Child will be participating in as soon as reasonably possible so the other Parent will have the opportunity to attend the activity or special event.
- e. Each Parent is responsible for arranging meetings with teachers, if the Parents' and teachers' schedules permit, the parents may choose to attend conferences together.
- f. Each Parent shall have access to educational and health care records of the Child.
- g. Each Parent shall immediately advise the other parent in writing of the following information or any change of the following information:
address, email, telephone number or other information pertinent to communication or where the minor Child is residing.

14. Additional Provisions.

- a. Neither of the Parents shall have the right to micro-manage each other's day-to-day care and control of the Child while the Child are not residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.

- b. The Parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned and it is encouraged that the requesting party offer make-up parent-time when making the request – doing so will encourage trading favors and cooperation.
- c. The payment or nonpayment of child support is not connected to whether or not a parent should receive his or her parent-time. As an example, if a parent denies parent-time that is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.
- d. The Parents shall each have a place in their home for the Child to comfortably sleep and for the Child to keep their things.
- e. The Parents shall each have appropriate clothing and hygiene items available at their home and also age-appropriate activities for the Child to participate in while at their home.
- f. Each parent should pay for their own child care costs (food, clothing, etc.) incurred during their parent time.
- g. The extra-curricular activities of the Child shall be as the Parents can agree. If an activity can be done without affecting the other parent's parent-time, and the parent does not expect the other parent to pay for the activity, then no permission is necessary for the Child to participate.

Before enrolling or discussing an activity with the Child that affects the other parent's parent-time, or for which a parent is requesting that the other parent provide financial support, the parent proposing the activity shall discuss the activity with the other parent. If both parties agree on the activity, then both parties should share the costs of the activity equally, unless otherwise agreed upon. The parent proposing an activity may enroll the Child without first receiving approval by the other parent, however, the non-approving parent shall not be required to pay for the activity and shall not be required to make the child attend the activity during their parent time.

- h. Whenever traveling with the Child overnight, each of the Parents shall give to the other parent reasonable notice before leaving of: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the parent can reach the Child during travel; and (c) the best time for the parent to call the Child or when the Child will call the parent.

END OF PARENTING PLAN –

CHILD SUPPORT

- 15. Petitioner is employed and earning approximately \$4,000 per month.
- 16. Respondent is employed and earning approximately \$4,000 per month.
- 17. Child Support. Based on the sole custody child support calculation worksheet, Respondent's base child support obligation shall be \$458 per month. The child support obligation should begin on the date the Decree of Divorce is executed. Unless the Court orders otherwise, child support

terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each month, and one-half on the 20th day of each month.

- a. **Income Withholding.** The parties are entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Sections 62A-11-101 et. seq., UTAH CODE ANN., as amended.
- b. **Reduction for Extended Visitation.** In accordance with the UTAH CODE ANN. 78B-12-216, the base child support award shall be reduced by 50% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended visitation. Alternatively, the base child support award shall be reduced by 25% for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for of at least 12 of any 30 consecutive days of extended parent time. Normal parent time and holiday visits to the custodial parent shall not be considered extended parent time.
- c. This order may be modified by further judicial or administrative process.

18. Medical/Dental Expenses. In accordance with UTAH CODE ANN. 81-6-208, insurance for the medical and dental expenses of the minor child shall be

provided by the party who can obtain the best coverage at the most reasonable cost.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor child should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor Child in the instant case.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent ordered to maintain insurance must provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.
- d. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment. The other parent will

remit payment within thirty (30) days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

- e. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and any dependent Child are not covered by that parent's health, hospital, or dental insurance plan, but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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.

19. Child Care Expenses. In accordance with Utah Code Annotated 81-6-209, the child support order shall require that each parent share equally the reasonable work-related childcare expenses of the parents.

- a. If an actual expense for child care is incurred, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is

not being incurred without obtaining a modification of the child support order.

- b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.
- d. In addition to any other sanctions provided by the court, a parent incurring child care 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 subsections 'b' and 'c'.

20. Taxes and Exemptions. Beginning with the 2026 federal and state tax return, and for each even tax year thereafter, Petitioner shall be entitled to claim the minor child.

ALIMONY

21. Alimony. Neither party should be awarded alimony from the other and both parties hereby waive any claim to alimony as against the other party.

REAL PROPERTY

22. Real Property and Real Property Interests. The parties have no real property to be divided.

PERSONAL PROPERTY

23. Personal Property. The parties acquired various items of marital personal during their marriage. This property has been divided to the party's satisfaction.
24. Financial Accounts. Each party is awarded the bank accounts in his or her sole name, free and clear of any claim or interest by the other. The parties will cooperate to close any joint accounts within 30 days of the execution of the Decree of Divorce.

RETIREMENT ACCOUNTS

25. Retirement Accounts. Any retirement accounts that may have accrued during the party's marriage should be awarded to the party whose name is on the account.

MARITAL DEBTS

26. Debts, Obligations and Liabilities. The parties have no marital debt to be divided. In regard to separate personal debt, the party whose name is attached to each debt shall be ordered to assume and pay that debt and hold the other harmless from liability.
27. Debt Responsibility. Neither party should hereafter incur any debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. Pursuant to UTAH CODE ANN. 15-4-6.5, the parties should provide to their appropriate creditors notice pursuant to

said statute by service of a copy of the Decree of Divorce that the parties; marriage has been annulled and further advise said creditors of their current address to take advantage of said statute that no report of the debtor's repayment practices or credit history may be made regarding the joint obligation after the creditors have notice of the Court's order unless the creditor had made a demand on the debtor for payment because of failure to make payments by the other debtor who is ordered by the Court to make payments. The parties should inform any creditors (of joint obligation) of the allocation of responsibility for payment herein and to keep any such creditors informed of their current addresses for purposes of notification.

MISCELLANEOUS

28. Drug Testing. Either party may require the other to take a drug test. If requested, the requesting party shall pay the up-front cost. The requested party shall take the test within one business day of it being requested and paid for. If the test returns a positive result or fails to timely take the test, the failing party shall reimburse the cost of the drug test and their parent time shall become supervised and non-overnight until a review hearing by the court. The testing shall take place in the county of the requested party and the number of requested tests must be reasonable.
29. Name Change. Petitioner may revert to her surname of Reyes if she so chooses.
30. Attorney and Filing Fees. Both parties should be responsible for their own court costs and attorney fees.

31. Document Delivery. Each of the parties should be ordered to execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

32. Mediation. If either party wishes to modify the final Decree of Divorce, the parties shall not bring any action before the court until the parties made a good faith effort to mediate and resolve the issue.

----- End of Order, Court's Signature at Top of First Page of Order -----

Approved to Form:

Signature: /s/ unsigned
Geraldo Felix Tapia, Respondent.

CERTIFICATE OF SERVICE

I certify that on May 13, 2026, I caused a true and correct copy of the foregoing proposed DECREE OF DIVORCE to be served to the following:

Geraldo Felix Tapia, Respondent (email: tapia3711g@gmail.com)

/s/Amirali Barker