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Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT,
UTAH COUNTY, STATE OF UTAH
775 W Center St, Spanish Fork, UT 84660

IN THE MATTER OF THE MARRIAGE
OF

RODRIGUEZ Perla,
Petitioner/ Mother

and

PATINO-LOPEZ, Marco Antonio,
Respondent/Father

**DIVORCE DECREE AND
JUDGMENT**

Case No. 264300027

Judge Hon. JARED ELDRIDGE

Commissioner ITO, MARIAN

The above-entitled matter has been presented to the Court. Upon the Findings of Fact and Conclusions of Law, the court, therefore, enters this Decree of Divorce and Judgment. The Court, having previously found and entered its Findings of Facts and Conclusions of Law, now:

ORDERED, ADJUDGED, AND DECREED

PROVISIONS REGARDING JURISDICTION

1. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the

State of Utah; and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code Annotated, Section 78B-3-205.

3. Petitioner and Respondent were married on July 7, 2019 and are presently married. Parties separated on or about June 30, 2025.

PROVISION REGARDING GROUNDS

4. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING PARTIES' CHILDREN

5. There have been 2 children born as issue of this marriage, namely: A.M.P., born 10/29/2019; and N.A.P., born 09/19/2022.

PROVISIONS REGARDING UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT

6. Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code Annotated, Section 78B-13-101 through 318 in that:

A. Utah is the home state of Minor Children at the commencement of this proceeding.

B. Pursuant to Utah Code Annotated, Section 78B-13-209, Minor Children currently reside at 411 E 790 S, Pleasant Grove, UT 84062 with Mother.

C. Parties have not participated, as a named-party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with Minor Children.

D. RODRIGUEZ Perla does not know of any person not a party to this proceeding who has physical custody of Minor Children, or who claims rights of legal custody or physical custody of, or visitation with, Minor Children.

PROVISIONS REGARDING CHILD CUSTODY AND PARENT-TIME

7. Petitioner, Perla Rodriguez, shall be awarded sole legal custody and sole physical custody of Minor Children.

8. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

9. PATINO-LOPEZ Marco Antonio shall be awarded rights of parent-time with Minor Children of Parties as follows: Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code Annotated, Section 81-9-302 — shall be considered the minimum parent-time to which PATINO-LOPEZ Marco Antonio (i.e., the noncustodial parent) shall be entitled.

A. PATINO-LOPEZ Marco Antonio shall not use illegal drugs, misuse prescription medication, or alcohol while Minor Children are in his

care. If Petitioner has a reasonable belief that Respondent is drunk, using illegal drugs, or misusing prescription medication while Minor Children are in his care, that Petitioner can withhold parent-time. PATINO-LOPEZ Marco Antonio shall not allow third parties to use illegal drugs, misuse prescription medications, or abuse alcohol in Minor Children's presence.

B. RODRIGUEZ Perla's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

C. While school is in session, Father shall pick up the minor children from school at the commencement of his parent-time. When school is not in session, Father shall pick up and drop off the minor children curbside at Mother's residence. "Curbside" shall mean that Father shall remain inside his vehicle and Mother shall remain at the portal or entrance of the residence during exchanges.

D. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent: An itinerary of travel dates; Destinations; Places where Minor Children or traveling parent can be reached, and The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

HOLIDAY SCHEDULE:

10. 10. If one Party moves more than 150 miles, then Parties shall abide by Utah Code Annotated, Section 81-9-209.

PROVISIONS REGARDING SUPPORT PAYMENTS

11. 11.RODRIGUEZ Perla is employed at the Primary Children's Hospital and earns \$3718 gross per month.

12. 12.Upon information and belief, PATINO-LOPEZ Marco Antonio is employed and earns \$3813 gross per month. If RODRIGUEZ Perla discovers PATINO-LOPEZ Marco Antonio earns more than \$3813 per month, RODRIGUEZ Perla reserves the right to amend this amount upward.

13. 13. Pursuant to Utah Code Annotated, Section 81-6-201 through 214, PATINO-LOPEZ Marco Antonio shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, sole child support worksheet (Exhibit 1), beginning May 1 2026, PATINO-LOPEZ Marco Antonio shall pay \$723 as base child support until Minor Children become 18 years of age, or graduate from high school during Minor Children's normal and expected year of graduation, whichever occurs later.

B. Pursuant to Utah Code Annotated, Section 62A-11-502, PATINO-LOPEZ Marco Antonio shall make child support payments to the Office of Recovery Services unless otherwise agreed in writing by the parties.

C. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by PATINO-LOPEZ Marco Antonio to the Office of Recovery Services.

D. If income withholding through the Office of Recovery

Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

E. Father shall pay the May 2026 child support obligation in full before the end of May 2026.

F. Each Party shall be under mutual obligation to notify the other within 30 days of any change in monthly income.

G. Father acknowledges that he is behind on the child support obligation for a total of \$1096. Father shall satisfy the arrears in three equal payments beginning in June 2026 as follows: a. In June 2026, Father shall pay the regular monthly child support obligation plus one-third (1/3) of the arrears; b. In July 2026, Father shall pay the regular monthly child support obligation plus one-third (1/3) of the arrears; and c. In August 2026, Father shall pay the regular monthly child support obligation plus one-third (1/3) of the arrears.

H. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from

the guidelines.

I. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

J. The parties shall notify one another within thirty (30) days of any substantial change in income.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

14. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Children are involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

15. Pursuant to Utah Code Annotated, Section 81-6-208, if

health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium shall 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 children of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

D. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

E. A parent 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 that parent fails to comply with subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of RODRIGUEZ Perla shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of PATINO-LOPEZ Marco Antonio shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household should be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

H. According to Utah Code Annotated, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

I. The minor children shall remain covered under Select Health and Medicaid insurance coverage. Mother currently pays \$362.00 per month for Select Health insurance coverage. The children's portion of the insurance premium is \$181.00 per month. Starting May 1, 2026, Father shall reimburse Mother for one-half (1/2) of the children's portion of the Select Health insurance premium, in the amount of \$90.50 per month.

J. Mother shall provide updated insurance premium amounts annually so that Father's portion may be recalculated as necessary.

PROVISIONS REGARDING CHILD-CARE EXPENSES

16. 16._Pursuant to Utah Code Annotated, Section 81-6-209, Parties shall share equally the reasonable work-related or career related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses 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. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. 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 these provisions.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

E. Father shall pay \$50 towards the May 2026 childcare expense directly to the daycare provider, if legally permissible. If the daycare does not process that, then Father shall pay it directly to mother after she provides written verification of the cost and reimbursement shall be made within thirty (30) days of receipt of verification.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

17. 17. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another

or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

18. 18. Mother will always claim the children as tax exemptions.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

19. 19. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided 50/50, below is a list of the debts:

DESCRIPTION	AMOUNT
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Apple Card / GS Bank USA	US\$1097,0
Capital One / Kohl's	US\$306,0
Mountain America FCU (credit line):	US\$3300,0
TD Bank USA / Target Credit	US\$1116,0
JPMCB Card (open)	US\$3626,0
JPMCB Card (closed)	US\$271,0
Synchrony / PPC (closed)	US\$444,0
Affirm	US\$673,0
Mountain America FCU (personal loan)	US\$2928,0
LendingClub Corp	US\$6971,0
Nebo Credit Union	US\$438,0
Family Loan	US\$5000,0
Gold Loan	US\$450,0
Phones - T-mobile	US\$2500,0
2013 Ford F-150	US\$30000,0

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code Annotated, Section 81-4-406, Parties shall notify respective creditors or obliges, regarding the division of

debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

F. Mother shall be responsible for these debts, and including the 2014 Honda Odyssey that father needs to return to mother by June 19, 2026.

PROVISIONS REGARDING PERSONAL PROPERTY

20. 20. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. There are no joint bank accounts.

B. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

C. The remaining personal property shall be divided as Parties have already done.

D. The parties acknowledge the existence of a 2014 Honda Odyssey. The vehicle shall be returned within thirty (30) days from today, effective June 19, 2026. If the vehicle is not returned to mother, Mother

reserves the right to file a Motion to Enforce with the court and request attorney's fees and sanctions.

PROVISIONS REGARDING REAL PROPERTY

21. 21. During the course of the marriage, Parties acquired real property located at 411 E 790 S, Pleasant Grove, UT 84062. The real property shall be awarded to Mother. Mother shall be responsible for any obligation related to it.

PROVISIONS REGARDING ALIMONY

22. 22. The parties agree that neither party shall request or receive alimony from the other party now or in the future. Each party expressly waives any claim to temporary, rehabilitative, or permanent alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

23. 23. Each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING BUSINESS INTERESTS

24. 24. The parties created a landscaping business during the marriage, P&R Landscaping Innovation, LLC. There is no one working the business. The business shall be closed.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

25. 25. Each Party shall be responsible for their own costs and

attorney's fees.

II. OTHER.

26. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

27. RODRIGUEZ Perla shall be restored to the use of her former name if she so chooses.

28. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of this Stipulation.

******Executed and entered by the Court as indicated by the date and seal at the top of this document.******

Approved as to form:

/s/

MARCO ANTONIO PATINO-LOPEZ
Respondent

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: Respondent

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing ORDER to the Fourth Judicial District Court in Utah County for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED on May 26, 2026.

/s/ Carolina Duvanced

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Duvanced Law, 2696 N University Ave Ste 240, Provo, Utah 84604 and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on May 26, 2026:

Marco Antonio Patino Lopez
E-file/E-mail
antoniopatino110@gmail.com
Respondent

/s/ Carolina Duvanced