



RANDALEE WHITE, NO. 61028 (LPP)

JASON M. WHITE, NO. 12277

DANIEL B. EYRE, NO. 17207

3610 N. University Avenue, Suite 275

Provo, Utah 84604

Telephone: (801) 477-1546

Fax: (801) 228-2402

jwhite@jasonwhitelaw.com

Counsel for Fernanda Ormeno

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

137 N. Freedom Boulevard, Provo, Utah 84601

In the matter of the marriage of

FERNANDA PAOLA ORMENO

and

FRANCISCO GUERRERA RODRIGUEZ

DIVORCE DECREE

Case No. 264401022

Judge Tony F Graf Jr

Commissioner Marla Snow

THE ABOVE-CAPTIONED MATTER comes before the Fourth District Court for consideration pursuant to Motion for Default, Decree of Divorce, and Notice to Submit. Petitioner submitted her Declaration of Jurisdiction and Grounds. There being on file in the record of these proceedings proof of service of Summons and Verified Petition for Divorce, and the evidence to establish jurisdiction and the grounds for the divorce having been presented through the Declaration, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing therefore, it is hereby:

ORDERED, ADJUDGED AND DECREED

That Fernanda is hereby granted a divorce from Francisco on the grounds of irreconcilable differences pursuant to Utah Code Ann. § Utah Code Ann. §81-4-405.

1. **Residency.** Fernanda is a bona fide resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the filing of this action.

2. **Marriage Information.** Fernanda and Francisco were married on June 15, 2019, in Provo, Utah and are presently married. The parties separated on or about October 31, 2023.

3. **Grounds.** The basis for Fernanda's cause of action is that the parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation.

4. **Child(ren).** Fernanda and Francisco are the biological parents of two (2) minor children, namely:

5. SG, born in April 2020; and

6. SG, born in August 2021.

5. There are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-6 et seq., in that Utah is the home state of the minor children at the time of the commencement of this proceeding.

7. **Child Custody.** The parties shall share joint 50/50 physical custody and joint legal custody of the minor children. Parent time shall be on a week on/week off schedule. Fernanda shall have 183 overnights with the minor children each year and Francisco shall have 182 overnights with the minor child each year.

a. Week visits shall run from Sunday to Sunday. The receiving parent shall be responsible for transportation and exchanges shall be at 5:00 pm. The exchanges will be curbside. Any changes to the exchange time shall be agreed for both parties by text message or e-mail.

2. **Parent Time.** Parent time shall be as the parties agree. If the parties cannot agree, parent time shall be pursuant to Utah Code Ann. §81-9-304.

3. **Holiday Parent Time.** Fernanda shall be designated as the noncustodial parent strictly for purposes of defining holiday parent time pursuant to Utah statute. Holiday time shall be pursuant to Utah Code Ann. §81-9-302, with the following exceptions:

- a. Spring Break shall not be considered a holiday.
- b. Summer extended parent time shall not apply. The parties shall attempt to exercise any special vacation plans during their week. Either parent may request some additional days for a special trip planned with the children. Such requests shall not be reasonably denied.
- c. If a holiday for one parent falls in the week of the other parent, the holiday period set forth in the statute shall take priority over the regular weekly visit. For example, if Thanksgiving falls during the residential parent's time, but it's the holiday of the nonresidential parent, the residential parent will lose the period designated for Thanksgiving weekend under the code.

4. **Transportation.** Except in the case of school-to-school exchanges, the receiving party shall be responsible for picking up the children for purposes of parent time.

5. **Drugs and Alcohol.** The parties shall be restrained from consuming illegal drugs and alcohol, and from abusing prescription drugs, for 24 hours prior to their parent time and

during their parent time. The parties shall also keep the children away from third parties who are doing so.

6. **Children's Schools**. The children shall attend schools based on Fernanda's residential address.

7. **Parenting Plan**. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 as their parenting plan unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

7. The parties shall make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues;
8. Both parties shall have access to the children's school, church, and other records and shall include the other party as the parent on such records. The parties shall 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 parties shall be entitled to attend and participate fully;
9. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

10. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the children;
11. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
12. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;
13. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within 24 hours of the change;
14. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;
15. For emergency purposes, whenever the children travel with either parent overnight or longer, the following shall be provided to the other parent:
 16. an itinerary of travel dates;
 17. destinations;
 18. places where the children or traveling parent can be reached; and,
 19. the name and telephone number of an available third person who would be knowledgeable of the children's location;

- j. The parties agree to work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;
- k. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- l. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children;
- m. The parties shall not put the children in the middle. The parties shall not discuss with the children adult issues including any legal or financial related issues with the children;
- n. The minor children shall not be used as messengers;
- o. The parties shall maintain safe and appropriate sleeping and living accommodations for the children;
- p. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- q. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;

- r. Except in the case of an emergency, the parties shall strictly communicate through text messages and/or emails. Communication regarding the minor children shall be directly between the parents and shall not involve third parties, with the exception of Gabriela Guerrero and Luis Artica.
- s. Communication shall only be in writing unless it is an emergency;
- t. Neither party shall have the children present with persons with whom they are romantically involved unless it is a committed relationship;
- u. The parties shall discuss all major decisions concerning the children including their health, education, and general welfare, daycare, medical and dental treatment, and therapy. To accomplish this, the parties shall use the following decision-making procedure:
 - 20. Identify the issue;
 - 21. Discuss possible solutions; and,
 - 22. Choose the most sensible solution that considers the needs and interest of everyone involved.
 - 23. If the parties reach an impasse, they shall attend mediation.

14. **Mutual Restraining Order.**

- 24. Both parties shall be 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(s) regarding custody or visitation.

25. 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.
26. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be 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. Neither party shall request or encourage the children to hold back information from the other party, which should otherwise be divulged to the other party by the other parent.
27. Both parties shall be 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.
28. Both parties shall be 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.

29. Both parties shall be restrained from disparaging the other on social media or any other public forum.

15. **Child Support**. Neither Fernanda nor Francisco is currently employed.

However, both shall be imputed a minimum wage income of \$1,257 per month. Based upon Utah Child Support Guidelines for 2 children, and the parties' imputed incomes, Francisco's child support shall be set at \$6 per month.

16. **Childcare Expenses**. Pursuant to Utah Code Ann. § 81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

30. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

31. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

32. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the

expenses if the party incurring and/or paying for the expenses fails to comply with this order.

17. **School Fees and Extracurricular Expenses.** The parties shall be equally responsible for the children's school fees. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties.

18. **Medical Expenses.** In accordance with U.C.A. §81-6-208, insurance for the medical, vision, and dental expenses of the minor children shall be provided by both parties, if it's available at reasonable cost.

33. If, at any time, a dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be considered the primary coverage for the children, and the health, hospital, or dental insurance plan of Father shall be considered the secondary coverage for the children.

34. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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 children in the instant case.

35. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and

copayments incurred for the dependent children and actually paid by the parents.

36. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, 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 30 calendar days of the date he or she first knew or shall have known of the change.
37. Each 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 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
38. The parties shall follow U.C.A. §15-4-6.7. Pursuant to U.C.A. §15-4-6.7, §81-3-105, and §81-4-501(2)-(4), when a court order has been entered providing for the payment of medical and dental expenses of a minor children pursuant to U.C.A. §81-9-302, §81-4-204, or §81-7-102, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by

that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

19. **Tax Exemption.** Each parent will claim one child, with the oldest child being claimed by Father and the youngest child being claimed by Mother.

20. **Alimony.** Each party is capable of taking care of themselves, so no alimony is ordered, now and forever.

21. **Real Property.** The parties have no real property, so no Court order is needed.

22. **Personal Property.** The parties shall divide their personal property between themselves.

39. **Vehicles.** Francisco shall be entitled to keep the 2016 Hyundai and shall indemnify and hold Fernanda harmless. Francisco shall be solely responsible for any loans, maintenance, taxes, or fees on the vehicle.

40. **Debts.** The parties acquired a \$4,000.00 medical debt for a child during the marriage. The parties shall be equally responsible for the payment of this debt. All other debts shall be divided as follows:

41. Each party shall be responsible for any debts, loans, and/or credit cards in his or her own name.

42. Neither party shall incur any additional liability on joint credit cards or any joint accounts.

43. If any other joint debts are later discovered and not stated and divided within the Decree of Divorce, the person incurring the debt shall be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

23. **Retirement.** The parties have no retirement accounts, so no court order is needed.

24. **Life Insurance.** Each party shall name the minor children as beneficiaries on any and all of his/her current or future life insurance policies.

25. **Financial Accounts.** The parties shall each keep their own financial accounts. The parties have no joint financial accounts.

26. **Health Insurance.** Each party shall be responsible for his and her own health and medical insurance coverage.

27. **Divorce Classes.** Each party shall complete the Divorce Education and Divorce Orientation classes within thirty (30) days.

28. **Dispute Resolution.** If a dispute arises between the parties, other than an enforcement action, they shall return to mediation prior to filing an action in court. Each party shall equally bear the costs of any future mediation.

29. **Attorney's Fees and Costs.** Each party shall be responsible for his/her own attorney fees associated with this matter.

30. **Cooperation.** Fernanda and Francisco shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

31. **Miscellaneous**. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]