



1MARYANN HANSEN (5200)
852 North 910 East
Orem, UT 84097
Telephone: (801) 224-0079
Facsimile: (801) 734-2222
Email: legal@maryannhansen.com

Attorney for Respondent

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

137 North Freedom Boulevard, Provo, Utah 84601

<i>In the matter of the marriage of</i> JESSICA A. MARTINEZ-RUIZ, Petitioner, vs. CRISTIAN M. SANCHEZ, Respondent.	DECREE OF DIVORCE Case Number: 264400824 Judge: Thomas Low
---	---

THE ABOVE CAPTIONED MATTER came before the Fourth District Court for consideration pursuant to Stipulation, Decree of Divorce and Notice to Submit. Respondent submitted his affidavit of jurisdiction and grounds. There being on file in the record of these proceedings a Stipulation, and the evidence to establish jurisdiction and the grounds for the divorce having been presented through affidavit, 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:

1. The bonds of matrimony existing between the Petitioner, JESSICA A. MARTINEZ-RUIZ, and the Respondent, CRISTIAN M. SANCHEZ, be the same are hereby dissolved.

2. **Minor Children.** Petitioner, Jessica A. Martinez-Ruiz ("Mother"), and Respondent, Cristian M. Sanchez ("Father") have the following minor children:

Initials	Date of Birth
A.G.S. (Female)	May 2020
L.L.E.S. (Male)	September 2025

PARENTING PLAN

3. The parties shall be awarded joint legal and physical custody of their minor children, with Father being designated the primary and residential parent.

4. **Parent-time Effective June 1, 2026.** Effective June 1, 2026, the minor children will stay with the Father 145 overnights per year and with the Mother 220 overnights per year.

5. Pursuant to Utah Code Ann. § 81-9-303, Father will exercise his midweek parent time every Thursday until Friday morning, alternating weekends from Thursday until Monday morning, alternating holidays per statute.

6. **Parent-time Effective June 1, 2027.** Effective June 1, 2027, pursuant to

Utah Code Ann. § 81-9-305 Father's parent-time with the children will be at reasonable times and places as the parties may agree. If the parties cannot agree then they will alternate weeks with parent time exchanges occurring Sunday evenings at 6:00 p.m.

a. Summertime. During the summer months, Father and Mother shall each receive two weeks uninterrupted parent time with the minor children.

b. The holidays shall be as the parties agree. If the parties cannot agree the holidays should be according to Utah Code § 81-9-302 as follows:

<i>Even Years</i>	<i>Odd Years</i>	<i>Holiday and Time</i>
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Juneteenth National Freedom Day the day before the holiday at 6:00 p.m. to 6:00 p.m. on Juneteenth holiday only if the day before is not Father's Day; or at 9:00 a.m. on Juneteenth holiday until 6:00 p.m. if the day before Juneteenth is Father's Day.
Mother	Father	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with drop off to school

Mother	Father	Fall Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	Mother	Second Half of Christmas Vacation , beginning 1p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) and ending the day school resumes with drop off to school
Mother	Father	The day before or after child's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

7. **Notification of Extended Time.** Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1st each year with the Mother having first choice of extended time in odd numbered years and the Father having first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended

parent-time for the non-complying parent.

8. **Parent Time Cooperation**. Mother will cooperate with Father in the event he needs to swap his parent time weekends at least two times per year.

9. **Legal Custody**. The parties shall have joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. The parties shall take into account recommendations of the children's pediatrician or other health professional when making decisions. In the event, the parties do not mutually agree regarding the children, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. In the event, the parties cannot agree after mediation, they may bring the issue before the court for a decision.

10. **Educational Plan**. The parties shall both have access to school records. Both parties shall be able to check out the children on their respective parent-time. The parties shall mutually agree upon where the children will attend school. After the parties have mutually selected a school, the minor children shall remain in that school and the matriculating schools unless the parties agree otherwise in writing, or the parties obtain a court order.

11. **Communication**. The parties shall discuss all parenting concerns by text or email and should not use their children to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. The parties shall be civil with one another. All communication should be limited to issues regarding the minor children or implementation of the divorce decree. Neither party shall engage in threats, accusations, name calling, swearing, or uncivil communication.

12. **Telephone and Virtual Contact with Children**. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

13. **Travel**. When the children travel with either parent overnight, all of the following shall be provided to the other parent at least 14 days prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

14. **Notification of Children's Events**. Both parents shall have access to information and shall not require the other parent to notify them of information that they

may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

15. **Special Events**. 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 visitation schedule.

16. **First Right of Refusal**. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available for a period of four hours or overnight and the other parent is personally available and willing to provide the care and the transportation.

17. **Mutual Restraining Order**.

a. 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 regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

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 shall be restrained from discussing adult 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 for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances.

e. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

f. Both parties shall be restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties shall be restrained from placing negative posts about the other parent on social media. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the minor children from such circumstances.

18. **Third Party Responsibility.** Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor children from such circumstances.

19. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

20. **Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. 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 or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who

incurs an expense for a children's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

21. **School Fees**. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) 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 or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

22. **Division of Accounts**. According to Utah Code Ann. § 15-4-6.7 each party shall select for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

23. **Transportation**. The parties shall utilize school-to-school exchanges where possible. If school to school exchanges are not possible because the children are not in school, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. **Child Support**. Child Support shall be calculated according to Utah Code Ann. § 81-6-202 et seq. Father is employed and earns \$37.00 per hour. Therefore, for child support purposes his income is \$6,413.00 per month.

25. Mother is employed and earns \$25.00 per hour and is capable of working full time. Therefore, for child support purposes her income for child support purposes is \$4,333.00 per month.

26. Beginning June 1, 2026, Mother shall be awarded and Father shall be required to pay child support in the amount of \$737.00 per month which is consistent with the Utah Uniform Child Support Guidelines for joint physical custody with Mother having 220 overnights and Father having 145 overnights.

27. Beginning June 1, 2027, Mother shall be awarded and Father shall be required to pay child support in the amount of \$155.00 per month which is consistent with the Utah Uniform Child Support Guidelines for joint physical custody with Mother having 183 overnights and Father having 182 overnights. If the marital residence has already been sold on June 1, 2027, then Father agrees to pay \$400.00 per month as child support which is in excess of the child support guidelines. If the marital residence hasn't been sold by June 1, 2027, then Father agrees to pay \$155.00 per month as child support until the home is sold, and once it is sold he will pay \$400.00 per month.

28. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code Ann. § 81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code Ann. § 81-6-208.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of 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. This amount shall be automatically deducted from or added to the child support paid or owed.

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 children and actually paid by the parents.

c. 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 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.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 should 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 children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

29. **Childcare Expenses**. The parties shall adopt Utah Code Ann. § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement should be made within thirty (30) days of the receipt. The parties shall utilize family to provide care where possible and neither party may seek reimbursement if family provides care.

30. **Dependency Exemption/Tax Credit**. Mother shall be entitled to claim the parties' oldest child as a dependency exemption and Father shall be entitled to claim the parties' youngest child as a dependency exemption. Once the parties can only claim one child as a dependency exemption, then Father will claim that child in even numbered years and Mother will claim that child in odd numbered years.

31. **Real Property**. During the course of the marriage, the parties acquired an interest in real property located at 585 North 290 East, Vineyard, Utah ("Marital Home").

32. In January 2027, the Marital Home shall be placed on the market for sale with a mutually agreed upon real estate agent and sold at fair market value for similar

houses in the community with the equity evenly divided between the parties after solar panel loan is paid.

33. Mother will retain possession of the Marital Home until it is sold. She will be required to upkeep the home and keep it in the same condition so that the highest price can be attained when it is sold. No tenants will be allowed to live in the marital home.

34. **Personal Property**. The parties have acquired personal property during the marriage.

35. Father shall be awarded the following items of personal property free and clear of any claim by Mother:

- a. 2026 Toyota 4-Runner;
- b. all of his premarital property;
- c. ½ of personal property acquired during the parties' marriage; and,
- d. his personal effects.

36. Mother shall be awarded the following items of personal property free and clear of any claim by Father:

- a. all of her premarital property;
- b. ½ of personal property acquired during the parties' marriage; and,
- c. her personal effects.

37. **Debts and Obligations**. During the course of the marriage, Father and Mother have acquired certain debts and obligations.

38. Father shall pay and hold Mother harmless on the following debts and

obligations:

- a. all obligations in Father's name;
- b. 2026 Toyota 4-Runner loan;
- c. HELOC loan in the approximate amount of \$600 per month until the

Marital Home is sold; and,

- d. Solar panel loan in the approximate amount of \$90 per month until the

Marital Home is sold.

39. Mother shall pay and hold the Father harmless on the following debts and obligations:

- a. all obligations in Mother's name; and,
- b. Mortgage on Marital Home in the amount of \$1,600 until the Marital

Home is sold.

40. **Retirement Accounts**. During the parties' marriage the parties have acquired no interests in retirement accounts.

41. **Other Financial Accounts**. This parties' other financial accounts including, but not limited to bank accounts, savings accounts and/or investment accounts shall be equitably divided.

42. **Alimony**. Both parties are capable and supporting themselves and so alimony shall not be awarded to either party now or in the future.

43. **Deeds and Titles**. Both parties shall sign whatever documents are

necessary to transfer title and quit claim deeds or any other documents necessary that are outlined herein and are necessary to implement the terms herein.

44. **Attorney Fees and Costs.** Both parties shall be ordered to pay their own attorney fees and costs.

45. **Default.** In the event either party defaults in his or her obligations contained herein, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees, incurred in the enforcement of the obligations created herein. .

46. **Complete Settlement.** The provisions contained herein are a complete settlement of all rights either party may have in the other's property whether presently existing or hereafter acquired.

****EXECUTED and ENTERED by the Court
as indicated by the date and seal at the top of Page 1.****

Approved as to Form:

/s/ Jessica A. Martinez- Ruiz

Jessica A. Martinez-Ruiz

(electronically sign with email permission given on 05/25/26)