

Marlene Caldera
Name
1578 Erickson Knoll Ln
Address
Eagle Mountain, Utah 84005
City, State, Zip
801-888-5308
Phone
mrlncal611@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Marlene Caldera

(name of Petitioner)

and

Edgar Antonio Caldera Mercado

(name of Respondent)

Other parties (if any)

Divorce Decree

264401594

Case Number

Tony Graf Jr

Judge

Marian Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Marlene Caldera is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Marlene Caldera. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Marlene Caldera and Edgar Antonio Caldera Mercado** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Reyli Caldera**

Date of Birth: **Jun 11, 2012**

b.

Child Name: **Camila Caldera**

Date of Birth: **Oct 23, 2017**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Reyli Caldera**

Date of Birth: **Jun 11, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 1, 2019**

Address: **1578 Erickson Knoll Ln, Eagle Mountain, Utah 84005 United**

States

(1).

Caretaker at this address: **Marlene & Edgar Caldera**

Caretaker current address: **1578 Erickson Knoll Ln, Eagle Mountain, Utah 84005 United States**

b.

Child Name: **Camila Caldera**

Date of Birth: **Oct 23, 2017**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 1, 2019**

Address: **1578 Erickson Knoll Ln, Eagle Mountain, Utah 84005 United**

States

(1).

Caretaker at this address: **Marlene & Edgar Caldera**
Caretaker current address: **1578 Erickson Knoll Ln, Eagle Mountain, Utah**
84005 United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Marlene Caldera** and **Edgar Antonio Caldera Mercado**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Marlene Caldera** and **Edgar Antonio Caldera Mercado** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Marlene Caldera** and **Edgar Antonio Caldera Mercado**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Marlene Caldera** be awarded Sole Physical custody. **Edgar Antonio Caldera Mercado** should have parent-time at reasonable times and places. **Marlene Caldera** is filing this Parenting Plan and verifies the plan is filed in good faith.
8. The parents will follow a custom parent-time schedule:
 - a. **I. Custody Designation** The parties, **Marlene Caldera** and **Edgar Caldera**, shall share joint legal custody of the minor children. **Marlene Caldera** shall have primary physical custody, and the children shall reside primarily with **Marlene Caldera**. The parties shall confer and make good faith efforts to jointly make major decisions regarding the children's education, medical care, and general welfare. In the event the parties are unable to agree after reasonable discussion, **Marlene Caldera** shall have final decision-making authority.
 - II. Parent-Time Schedule (School Year)** **Edgar Caldera** shall exercise parent-time as follows: Each Tuesday & Thursday from 5:00 PM to 8:30 PM, with no overnight. On alternating weekends, **Edgar Caldera's** parent-time shall begin on

Friday at 5:00 PM and continue through Sunday at 8:30 PM, including overnight parenting time. All weekday parent-time shall conclude by 8:30 PM to maintain consistency with the children's school-night routine. Both parents shall make reasonable efforts to arrive on time for all exchanges and parenting-time pick-ups and drop-offs. Any requested changes to the parenting schedule, including late pick-ups, early pick-ups, late drop-offs, or other scheduling changes, shall be communicated at least twenty-four (24) hours in advance whenever reasonably possible. If a parent is more than thirty (30) minutes late for a scheduled pick-up without prior notice or agreement from the other parent, the missed parenting time may be considered forfeited for that day, and no make-up parent-time shall be required unless otherwise agreed by the parties. The parties shall communicate respectfully and in good faith regarding any unavoidable delays or emergencies affecting exchanges or parenting time.

III. School Week Provisions During the school week: The children shall sleep at Marlene Caldera's residence on all school nights. Both parties shall ensure the children attend school regularly and complete homework. Both parties shall maintain consistent routines, including bedtime and daily schedules.

IV. Weekend Parent-Time Edgar Caldera shall have parent-time every other weekend from Friday at 5:00 PM to Sunday at 8:30 PM. During all parent-time, including weekends, holidays, and school breaks, both parties shall ensure the children maintain consistent, age-appropriate bedtimes and sleep routines and are adequately rested.

V. Overnight Parent-Time Safety Requirements During any overnight parent-time, the following conditions shall be met: Each child shall have a safe, clean, and designated sleeping space, including an individual bed appropriate for their age and needs. The parties shall ensure that the children, particularly the minor daughter, are afforded appropriate privacy, including suitable arrangements for sleeping, dressing, and personal care. Each party shall ensure that all individuals residing in or regularly present in the home do not pose a risk to the children's safety or wellbeing. The children shall be supervised by a responsible adult at all times, unless otherwise agreed by the parties or unless a child is of sufficient age and maturity to safely be left unsupervised for reasonable periods of time consistent with Utah law and the child's best interests. Failure to maintain these conditions may be considered by the Court in determining the appropriateness of continued overnight parent-time and may constitute grounds for modification of this parenting plan.

VI. Safe Living Environment Each party shall provide: A safe, clean, and stable home environment. Appropriate supervision consistent with the children's ages. Living conditions that support the children's physical and emotional wellbeing.

VII. Conduct During Parent-Time Neither party shall consume alcohol or substances in a

manner that impairs their ability to safely care for the children. The children shall not be exposed to age-inappropriate content, including movies, television, phone content, environments, or situations. If concerns arise regarding a parent's ability to safely care for the children due to alcohol or controlled substances, the parties shall communicate in good faith and take reasonable steps to ensure the children's safety and wellbeing, including reasonable requests for testing when appropriate. VIII. Communication and Co-Parenting Conduct The parties shall: Act in the best interest of the children at all times. Maintain a consistent, low-conflict environment. Communicate respectfully regarding matters involving the children Neither party shall speak negatively about the other in the presence or hearing of the children, nor allow others to do so. Each party shall foster a positive relationship between the children and the other parent. Parent-time shall occur as scheduled, and changes shall be minimized and communicated at least 24 hours in advance when possible. The parties shall prioritize the children's emotional wellbeing, stability, and best interests in all interactions and decisions. IX. Transportation and Exchanges The parties shall agree on a consistent exchange location and time. All exchanges shall be conducted in a timely and respectful manner. Each party shall ensure the children are returned in accordance with the parenting schedule. X. Right of First Refusal If either party is unable to personally care for the children for a period of four (4) hours or more during scheduled parent-time, that party shall first offer the other party the opportunity to care for the children before arranging for third-party childcare. The other party shall have two (2) hours to respond. This provision shall not apply to routine activities such as work, school, or brief errands and shall be exercised reasonably and in good faith. XI. Third-Party Care and Overnight Restrictions Each party shall be responsible for the primary care and supervision of the children during their parent-time unless otherwise agreed by the parties. Neither party shall delegate substantial childcare responsibilities to third parties for extended periods of time when they are available to personally care for the children. XII. Sleepovers and Third-Party Overnight Stays Neither Marlene Caldera nor Edgar Caldera shall permit the children to participate in overnight stays, including sleepovers with friends or third parties, without prior communication between the parties, except in cases of emergency or mutual agreement. The parties shall make good faith efforts to agree on such overnight arrangements, taking into consideration the children's safety, supervision, and the appropriateness of the environment. XIII. Holiday Parent-Time Holiday parent-time shall take precedence over the regular parent-time schedule. XIV. Vacation and Travel Each party shall be entitled to up to two (2) weeks of uninterrupted vacation parent-time with the

minor children each calendar year. Vacation parent-time shall not unreasonably interfere with the children's school schedule or established routines. The parent exercising vacation parent-time shall provide at least fourteen (14) days' advance notice whenever reasonably possible. Notice shall include the travel dates, destination location, and a reliable phone number or means of contact during the trip. The traveling parent shall notify the other parent when the children leave the state and when they return. International travel with the children shall require the written consent of the other parent, which shall not be unreasonably withheld. The children shall have reasonable communication with the non-traveling parent during extended travel or vacation periods. All travel shall be conducted in a manner consistent with the children's safety, wellbeing, proper supervision, and age-appropriate routines. Extended vacation parent-time shall be exercised personally by the parent and shall not be used primarily for third-party childcare. The parties shall make good faith efforts to cooperate and communicate regarding matters affecting the children and shall prioritize the children's best interests in all parenting decisions.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Edgar Antonio Caldera Mercado	Marlene Caldera
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or	Even years	Odd years

Holiday	Period	Edgar Antonio Caldera Mercado	Marlene Caldera
	(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Edgar Antonio Caldera Mercado is the mother or other parent granted Mother's Day in the order.	All years if Marlene Caldera is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Edgar Antonio Caldera Mercado is the father or other parent granted Father's Day in the order.	All years if Marlene Caldera is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m.	Even years	Odd years

Holiday	Period	Edgar Antonio Caldera Mercado	Marlene Caldera
Half)	(2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.		
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Marlene Caldera's** home residence.

14. Marlene Caldera and Edgar Antonio Caldera Mercado has authority to check the children out of school. Marlene Caldera and Edgar Antonio Caldera Mercado has access to the children during school. If the parents cannot agree, education decisions will be made by Marlene Caldera.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.

- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **International travel shall require the written consent of the other parent, which shall not be unreasonably withheld. During extended travel, the children shall have reasonable communication with the non-traveling parent. All travel shall be conducted in a manner consistent with the children's safety, wellbeing, and established routines. Notice shall include the travel dates, destination location, and a reliable phone number or means of contact during the trip. The traveling parent shall notify the other parent when the children leave the state and when they return.**

Child care

22. A child care provider for our children must be:
A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

- a. The written Notice of Relocation must include:
 - Information about the move;
 - A proposed parent-time schedule; and
 - A statement that the parents will not interfere with the other parent's parent-time.
- b. If the moving parent does not give the non-moving parent a Notice of Relocation,

the moving parent will be in contempt of the court's order.

24. If either parent lives 150 miles or more away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or

(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following

restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

25. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their

children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

29. Other agreements about resolving disputes:

b. **In the event that Marlene Caldera and Edgar Caldera are unable to resolve a dispute regarding the minor children, the parties shall first make a good faith effort to resolve the issue through direct communication. If the dispute cannot be resolved, the parties shall participate in mediation with a mutually agreed-upon mediator prior to seeking relief from the Court. The parties may also participate in co-parenting counseling to improve communication and reduce conflict, if agreed upon by both parties. This provision shall not apply in situations involving the immediate health, safety, or welfare of the children, in which case either party may seek appropriate court intervention.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Marlene Caldera) (Utah Code 81-6-203)

30. **Marlene Caldera's** gross monthly income for child support purposes is **\$5000**. **Marlene Caldera** base child support amount using the **sole** custody calculation is **\$801**. **Marlene Caldera** receives the following gross monthly income:

Income: Respondent (Edgar Antonio Caldera Mercado) (Utah Code 81-6-203)

31. **Edgar Antonio Caldera Mercado's** gross monthly income for child support purposes is **\$6666**. **Edgar Antonio Caldera Mercado's** base child support amount using the **sole** custody calculation is **\$1062**. **Edgar Antonio Caldera Mercado** receives the following gross monthly income:

a. **Edgar Antonio Caldera Mercado** is employed at **Rooftop Roofing LLC** and grosses **\$5833.33** per month. **Edgar Antonio Caldera Mercado** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Edgar Antonio Caldera Mercado's** work experience, gross monthly income should be attributed to **Edgar Antonio Caldera Mercado** in the amount of **\$6666** per month. (Utah Code 81-6-203)

32. The adjusted gross monthly income for **Edgar Antonio Caldera Mercado** is **\$6666**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

33. It is in the best interest of the children that **Edgar Antonio Caldera Mercado** be ordered to pay child support to **Marlene Caldera** as follows:

a. **\$1,062.00** per month base support. This amount complies with the Utah Child

Support Act.

34. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

35. The **sole** custody worksheet was used to calculate child support.

Marlene Caldera's base child support amount is **\$801** per month.

Edgar Antonio Caldera Mercado's base child support amount is **\$1062** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

36. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

37. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

38. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

- a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:
150 East Center Street, Suite 2100 Provo, Utah 84606
unless ORS gives notice that payments should be sent elsewhere.

39. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

40. The issue of past-due child support may be decided by future court or administrative action.

41. **Edgar Antonio Caldera Mercado** will pay any ORS fees. If **Marlene Caldera** is the ORS applicant and the fees are withheld from payments to **Marlene Caldera**, **Edgar Antonio Caldera Mercado** will reimburse **Marlene Caldera**.

42. The parties must notify each other within 30 days of any change in their income.

43. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

44. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

45. The parties will do the following for child related support or expenses:

- a. Child support payments shall be made on a monthly basis on or before the 5th day of each month
- b. All child support payments shall be made through the Utah Office of Recovery Services (ORS) or other state-approved system.
- c. Child support may be reviewed and modified in accordance with Utah law upon a substantial change in circumstances.

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

47. As long as **Marlene Caldera** is current on all child support and other court-ordered financial obligations, **Marlene Caldera** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Camila Caldera**

48. As long as **Edgar Antonio Caldera Mercado** is current on all child support and other court-ordered financial obligations, **Edgar Antonio Caldera Mercado** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Reyli Caldera**

Child health care (Utah Code 81-6-208)

49. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

50. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Edgar Antonio Caldera Mercado's** insurance will be primary coverage.
- **Marlene Caldera's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Edgar Antonio Caldera Mercado's** spouse's insurance will be primary coverage.
- **Marlene Caldera's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

51. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Edgar Antonio Caldera Mercado and I will share child care expenses equally. Any reimbursement or refund of child-related expenses shall be made within fifteen (15) days of the date the requesting party provides proof of payment or documentation of the expense to the other party

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

52. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

53. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

54. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Volkswagen**

Model: **Tiguan**

VIN: **MM135100**

Owner (before divorce): **Marlene Caldera & Edgar Caldera**

Current value: **\$15,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Marlene Caldera**

I.

Lender: **Security Service Federal Credit Union**

Address: **124 N.W. State Rd., American Fork, UT 84003.**

Date Acquired: **N/A**

Amount Owed: **\$24,908.14**

Amounts Estimated: **no**

Monthly Payment: **\$495.00**

The debt will be paid as follows: **Marlene Caldera will pay the entire debt.**

Marlene Caldera will provide a copy of the divorce decree to the lender.

II.

Lender: **Utah First Credit Union**

Address: **200 E South Temple Salt Lake City, UT 84111**

Amount Owed: **\$10,000.00**

Amounts Estimated: **no**

Monthly Payment: **\$350.00**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Edgar Antonio Caldera Mercado will provide a copy of the divorce decree to the lender.**

b.

Year: **2012**

Make: **Mercedes**

Model: **S**

VIN: **WDDNG7DB0CA439886**

Owner (before divorce): **Edgar Caldera**

Current value: **\$8,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Edgar Caldera must sell this vehicle, any net proceeds from the sale shall first be applied toward the payment of any outstanding marital debts of the parties within five (5) months of divorce.**

Loan: **N/A**

Bank and credit union accounts

55. Bank and credit union accounts will be divided as follows:

a.

Account Number: **3564**

Account Type: **Checking**

Institution Name: **America First Credit Union**

Address: **PO Box 9199, Ogden, Utah 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$1,000.00**

Estimated: **yes**

Estimation basis: **What has been deposited minus pending transactions**

Owner: **Marlene Caldera and Edgar Antonio Caldera Mercado**

Co-Owner(s): **N/A**

Divide as follows: **Each party shall retain the funds currently in their individual bank accounts, and any joint accounts shall be closed with any remaining balance divided equally between the parties.**

56. **Marlene Caldera** will receive the following property:

a. All property inside home

Debts

57. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **8627**

Institution Name: **Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$11,588.02**

Minimum Monthly Payment (in US Dollars): **\$400.00**

Owner: **Marlene Caldera & Edgar Caldera**

The debt will be paid as follows: **Marlene Caldera will pay half of the debt.**

Edgar Antonio Caldera Mercado will pay half of the debt. Marlene Caldera will provide a copy of the divorce decree to the lender.

b.

Account Number: **1000**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$8,400.00**

Minimum Monthly Payment (in US Dollars): **\$375.00**

Owner: **Edgar Caldera**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Edgar Antonio Caldera Mercado will provide a copy of the divorce decree to the lender.**

c.

Account Number: **8008**

Institution Name: **Synchrony**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,170.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Marlene Caldera**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Edgar Antonio Caldera Mercado will provide a copy of the divorce**

decree to the lender.

d.

Account Number: **1008**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$700.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Edgar & Marlene Caldera**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Edgar Antonio Caldera Mercado will provide a copy of the divorce decree to the lender.**

e.

Account Number: **3564**

Institution Name: **America First Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,000.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Marlene & Edgar Caldera**

The debt will be paid as follows: **Marlene Caldera will pay half of the debt. Edgar Antonio Caldera Mercado will pay half of the debt. Marlene Caldera will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.

Account Number: **3564**

Institution Name: **America First Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$500.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Marlene & Edgar Caldera**

The debt will be paid as follows: **Marlene Caldera will pay half of the debt. Edgar Antonio Caldera Mercado will pay half of the debt. Marlene Caldera will provide a copy of the divorce decree to the lender.**

b.

Account Number: **8723**

Institution Name: **Utah First Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$7,700.00**

Minimum Monthly Payment (in US Dollars): **\$350.00**

Owner: **Edgar Caldera**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Edgar Antonio Caldera Mercado will provide a copy of the divorce decree to the lender.**

c.

Account Number: **8020**

Institution Name: **Security Service Federal Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$24,923.61**

Minimum Monthly Payment (in US Dollars): **\$500.00**

Owner: **Marlene & Edgar Caldera**

The debt will be paid as follows: **Marlene Caldera will pay the entire debt. Marlene Caldera will provide a copy of the divorce decree to the lender.**

d.

Account Number: **0000**

Institution Name: **AFCU**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$13,600.00**

Minimum Monthly Payment (in US Dollars): **\$350.00**

Owner: **Edgar & Marlene Caldera**

The debt will be paid as follows: **Edgar Antonio Caldera Mercado will pay the entire debt. Marlene Caldera will provide a copy of the divorce decree to the lender.**

Real property

58. The parties acquired the following real property during the marriage:

a.

Description: **Erickson House**

Address: **1578 Erickson Knoll Ln, Eagle Mountain, Utah , Utah 84005 United States**

Tax ID: **22-2195996**

Legal Description: **Property Address: 1578 E ERICKSON KNOLL LN - EAGLE MOUNTAIN Tax Area: 038 - EAGLE MOUNTAIN Neighborhood: 103 Acreage: 0.239436 Serial Number: 48:502:0137 Tax Year: 2026**

Date property acquired: **May 1, 2019**

Names on title: **CALDERA, EDGAR ANTONIO & MARLENE**

Original cost: **\$375,000**

Current value: **\$562,500.00**

Property values estimated: **yes**
Estimation basis for property value: **Utah County Recorder & Tax assessor website, Zillow**

Disposal: **Marlene Caldera will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **EDGAR ANTONIO CALDERA MARLENE CALDERA**

Date mortgage acquired: **May 1, 2019**

Mortgage balance: **\$314,690.03**

Monthly payment: **\$2,512.41**

Mortgage values estimated: **yes**

Estimation basis for mortgage balance: **Utah county records and assessor website**

This mortgage will be paid as follows after the divorce: **Marlene Caldera will pay the entire debt. Marlene Caldera will provide a copy of the divorce decree to the lender.**

Business interests

59. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Rooftop Roofing LLC**

Description: **Construction Roofing**

Phone: **(801) 615-3460**

Address: **Unknown, Eagle Mountain, Utah 84005 United States**

Total Value: **\$140,000**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

Percent owned by Petitioner after divorce: **0%**

Percent owned by Responent after divorce: **100%**

Alimony

60. Neither party will pay alimony.

Retirement money

61. The parties do not need a court order about retirement money.

Additional provisions

62. The parties will adhere to the following additional provisions:

a.

Additional Provision: **Marlene Caldera agrees that she shall take all necessary steps to remove Edgar Caldera from the title of the marital residence within three (3) years of the date the divorce decree is entered and signed by the**

Court. The parties agree to cooperate in executing any documents reasonably necessary to effectuate the transfer and removal of title interest.

b.

Additional Provision: Each party shall be responsible for the debts assigned to them in this agreement. The responsible party shall make timely monthly payments and keep the debt in good standing without delinquency or default. The responsible party shall not take or fail to take any action that would negatively affect the other party's credit. The responsible party shall notify the other party when the debt is fully paid. Any undisclosed debt shall be the sole responsibility of the party who incurred or failed to disclose it.

c.

Additional Provision: Effective as of the date the divorce decree is entered, Marlene Caldera shall have no ownership interest or financial responsibility in the business. Edgar Caldera shall be solely responsible for all business debts, obligations, and liabilities after that date and shall remove Marlene Caldera from all business accounts, contracts, and obligations. Edgar Caldera shall hold Marlene Caldera harmless from any business-related debts or claims arising after the effective date.

Duty to sign documents

63. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

Date	<u>6/29/2026</u>	Signature	▶ <u></u>
		Judge	<u></u>
		Signature	▶ _____
Date	_____		
		Commissioner	_____

Approved as to Form.

10/15/10
10/15/10

10/15/10

Other Party
Signature ► _____

Other Party Name Edgar Antonio Caldera Mercado

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

- a.
Name: **Edgar Antonio Caldera Mercado**
Method of service: **Hand Delivery**
Address: **1578 East Erickson Knoll Ln Eagle Mountain UT 84005**
Date of Service: **Jun 25, 2026**

<u>06/25/2026</u>	Signature ►
Date	<u>Marlene Caldera</u>
Printed Name	<u>Marlene Caldera</u>