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

IN THE MATTER OF THE MARRIAGE OF

DECREE OF DIVORCE

DAVID CALDERON,
Petitioner,

and

JASMINE PIZANO,
Respondent.

Case No.: 254403541

Judge: Roger W. Griffin

Commissioner: Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulated Petition for Divorce and Settlement Agreement* a judgment

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for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE:

1. The Parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. The parties have 2 minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
A.A.C	September 2021
E.A.C	July 2023

Provisions Relating to Minor Children

3. **Legal Custody:** The Parties shall share joint legal custody of the minor children, pursuant to the parenting plan herein.

4. **Child Custody:** The Parties shall share joint physical custody of the minor children.

5. **Regular Parent-Time:** Unless the Parties agree otherwise, parent-time shall be pursuant to 81-9-305, with the Parties sharing time on a rotating 2-2-5-5 basis. Father shall have overnights on Wednesday and Thursday evenings, and Mother shall have overnights on Monday and Tuesday evenings. The Parties shall alternate weekends through Monday morning. This two-week rotating schedule is represented visually as follows:

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	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Mother	Mother	Father	Father	Mother	Mother	Mother
Wk2	Mother	Mother	Father	Father	Father	Father	Father

6. When the youngest of the minor children attains the age of five (5), the parties shall have the option of sharing parent-time by alternating weeks.

7. **Holiday Parent-Time:** Holiday parent-time shall be as the parties are able to agree. If the parties are unable to agree, parent-time shall be pursuant to U.C.A. 81-9-303(15) with Father being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule.

8. **Extended Parent-Time:** Extended parent-time shall be as the parties are able to agree. If the parties are unable to agree, each party is awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the parties shall alternate who has first choice of extended parent-time with the parent making the earlier election being awarded first choice. In even numbered years, mother shall make her election of extended parent-time dates no later than April 1st and father shall make his election of dates no later than April 15th. In all odd numbered years, father shall make his election of extended parent-time dates no later than April 1st and mother shall make her election of dates no later than April 15th.

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9. Precedence of Parent-Time: If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d) extended parent-time; and
- e) the regular parent-time schedule.

10. Transportation: Wherever possible, parent-time exchanges shall occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time is responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges will be at 9 a.m.

11. On weekends or when school is not in session, exchanges shall occur at a police station approximately halfway between the parties' homes, or at some other location agreed by the parties in writing.

12. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

13. **Address and Phone Number:** Each party shall keep the other party informed of his or her address and telephone number at all times.

14. **Child Support:** Mother agrees to be imputed a gross monthly income of \$3,195.00, which is consistent with her historical earnings. Father's gross monthly income is \$6,000.00. The joint custody worksheet shall be used to calculate child support with Mother having 183 overnights and Father having 182 overnights. Father shall pay child support to Mother in the amount of \$254.00 per month, which shall be paid in accordance with Utah Code 78B-12-203 beginning the first month after entry of the Decree.

- a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah

Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Mother.

c. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

15. Medical Insurance Coverage: The party with the best coverage is ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Father's plan shall be designated the primary coverage and Mother's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's

plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

16. Medical Insurance Premiums: Both parties 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 for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 81-6-208 a parent who provides insurance may receive credit against the child support or recover the other parent's portion of the premium.

17. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health,

therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208 in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

18. School Expenses and Extracurricular Activities: With the exception of private school tuition, if any, the parties shall share equally all other school expenses. The parties shall also discuss which extracurricular activities in which the minor children shall participate. The parties shall support the children in these extracurricular activities, sharing the cost equally, whenever they have agreed on a child's involvement in any activity in writing. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. Each parent shall provide receipts for payment of school expenses and extracurricular expenses to the other parent within thirty (30)

days of incurring or paying the expense. The other parent shall reimburse within thirty (30) days of receiving proof from the paying parent.

19. Right of First Refusal: Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally provide overnight care for the minor children during their parent-time, or for a period longer than eight (8) hours, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

20. Childcare: Each party is responsible and liable for childcare costs incurred by the party during their parent-time.

21. At School Change of Schedule Care: Only Father has the privilege to avail himself of after-school care at the children's school by submitting a Change of Schedule Form. If Mother fails to timely pick-up the children from school such that Father incurs a charge for after school care, Mother shall reimburse Father for the costs incurred within fifteen (15) days of Father providing proof of payment to Mother.

22. Claiming the Children on Taxes: The parties shall share tax deductions and credits related to the minor children. So long as two children may be claimed, Mother may claim the older child and Father may claim the younger child. When only one child may be claimed, the

parties shall alternate who may claim the remaining child with Father claiming the child in even numbered tax years and Mother claiming the child in odd numbered tax years.

PARENTING PLAN PROVISIONS FOR JOINT LEGAL CUSTODY

23. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

24. Overnight Accommodations: Both parties shall provide appropriate overnight accommodations for the children, including a separate bedroom and bathroom, for use by the children alone, and not to be shared with any adults other than the parties themselves.

25. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

26. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission.

27. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

28. **Notice of Activities:** Both parties have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

29. **Communication:** Each party will communicate directly with the other and not through third persons. The children will never be used as a messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

30. **Out of State Travel:** At least seventy-two (72) hours ahead of travel, any parent intending to take a child out of state will provide a brief itinerary to the other parent including a telephone number for emergency communication, pursuant to Utah Code 81-9-202(19).

31. **Relocation:** The parties will follow the notice provisions of Utah Code 81-9-209.

32. **Decision making:** It is anticipated that parental decisions will be required for major decisions in raising the children, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the parents will discuss these issues. Each parent will give good faith consideration to the views of the other. If the decision

involves medical or schooling issues, the parties will seek input from the treating physicians or educators. Both parents will be provided with such input.

33. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, Father shall have “presumptive decision-making authority.” This level of authority will allow him the right to make a preliminary decision that he will then communicate to Mother. If Mother believes that the decision is contrary to the best interests of the child, Mother will have the right to seek review thereof through the court. The parent opposing the decision will have the burden to demonstrate that the decision is contrary to the child’s best interests. It will not be sufficient to demonstrate that an alternative decision may also have been in the best interest of the children.

34. The children will attend school based on Father’s address.

35. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

36. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

37. Implementation of Treatment: Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

38. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the court.

39. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

END OF PARENTING PLAN PROVISIONS

Provisions Relating to Real Property

40. Real Property: The real property, commonly known as 1118 E. Hoof Print Drive, Eagle Mountain, UT 84005 (“Father’s Home”), is Father’s separate property. Father shall retain separate title to the property, subject to the debt thereon, free and clear of any claim by Mother. So long as Father’s name is on the debt, Father shall be responsible for timely making the monthly loan and insurance payments, and shall hold Mother harmless therefrom.

Provisions Relating to Debts and Obligations

41. During the marriage the parties acquired certain debts, which shall be divided as follows:

<i>Creditor and Last Four of Account Number</i>	<i>Held in Whose Name</i>	<i>Approximate Balance</i>	<i>Debt Responsibility Allocated as Follows:</i>
Utah Valley Pediatrics medical debt	Both	\$460.24	Half to Mother, Half to Father
University of Utah medical debt	Father	\$3,000.00	Half to Mother, Half to Father
Eagle Mountain Counseling	Father	Half to Mother, Half to Father	Half to Mother, Half to Father

42. All other debts shall be the responsibility of the party whose name is on the debt.

Provisions Relating to Personal Property

43. **Vehicles:** Father is awarded the 1996 Honda CMX250, 2007 GMC Sierra 1500, 2007 GMC Sierra Classic 3500, 2022 Subaru Legacy, and 2001 Honda Prelude, subject to the debt thereon. Father shall refinance the 2007 GMC Sierra Classic 3500 into his own name within thirty (30) days of entry of the Decree, removing Mother from the existing loan on the vehicle. If Father does not or cannot refinance the vehicle within thirty (30) days of entry of the Decree, it shall be sold and the proceeds split between the parties equally. So long as Father's name is on

the debt, Father shall be responsible for timely making the monthly loan and insurance payments, and shall hold Mother harmless therefrom.

44. Mother is awarded the 2005 Lexus RX 330, subject to the debt thereon. So long as Mother's name is on the debt, Mother will be responsible for timely making the monthly loan and insurance payment, and shall hold Father harmless therefrom.

45. The parties shall cooperate to effectuate transfer of title for the above vehicles, as appropriate, within fourteen (14) days of entry of the Decree of Divorce.

46. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

<i>Property</i>	<i>Awarded To</i>
All hand tools/automotive tools, car parts, toolboxes, and garage/shop organization systems	Father
All Apple devices, including iPads, laptops, and iPhones, and Samsung Galaxy s23, in Father's possession	Father
HP laptop, Polaroid camera and printer	Father
All firearms	Father
Nintendo Switch and TV	Father
Home furniture, including 2 leather couches, queen mattress set, office desk, book shelves, side tables	Father
Camping sleeping pad	Father

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Irocker paddle board	Father
Ladder	Father
Samsung Washer/Dryer	Father
Charbroil grill and air fryer	Father
Evenflow 360 revolve car seat (2)	Father
All Ring cameras	Father
Kimball piano	Father
Dog e-collars and kennel	Father
Christmas decorations	Father
Gold jewelry and graduation ring	Father
L.V.C.'s photos and memorabilia (ashes, artwork, gifts, personal items, etc)	Father
Apple iPhone and laptop, in Mother's possession	Mother
King mattress set and sleeping pad	Mother
Camping tent	Mother
Indoor plants	Mother
Dresser	Mother
PlayStation, Sanyo TV	Mother
Dining table	Father
GE washer/dryer	Father
Organizing bins	Mother
Car seats (2)	Mother
E.A.C. and A.A.C. physical photos	Father/Mother

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E.A.C. and A.A.C. digital photos	Father/Mother
Pregnancy photos	Mother

47. The Parties acknowledge a gold bracelet gifted to their oldest daughter by her maternal grandmother, inscribed with her first name. The whereabouts of this bracelet are unknown, however the bracelet shall be awarded to Mother and immediately delivered into Mother's possession, if and when it is located. Neither party shall be responsible to the other for the cost or value of the bracelet, or its replacement, under any circumstances.

48. Within fourteen (14) days of execution of this agreement, the parties will make digital or physical copies of any physical children's photos in their possession and provide the other party access to the same.

49. Within fourteen (14) days of execution of this agreement, the parties shall exchange copies of all digital photos of the parties' children or provide the other party access to the same.

50. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties are awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

51. **Personal Belongings:** Each party is awarded their own personal belongings such as clothing and toiletries.

52. All other personal property is subject to an equitable division.

53. **Businesses:** During the course of the marriage, Father started an automotive business known as B4L Automotive Repairs, LLC. Father is awarded all right, title and interest in said business entity, including, but not limited to, any inventory, assets, or receivables associated with the business.

Provisions Relating to Retirement Accounts

54. **Retirement Accounts:** Neither party has acquired a retirement or pension or profit-sharing account through their employment.

Miscellaneous Provisions

55. **Alimony:** Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other.

56. **Taxes:** The parties have not yet filed state or federal taxes for tax years 2023, 2024, and 2025. The parties shall cooperate to prepare and file their taxes for these tax years, no later than October 2026, and both shall share equally in any payments owed or refunds received for these years.

57. **Attorney's Fees:** Each party is responsible for his or her own attorney's fees.

58. **Delivery of Documents:** Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

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[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

Jasmine Pizano
Respondent, Pro Se

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by David's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day May 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Jasmine Pizano
Jasminepizano04@gmail.com
Respondent, Pro Se

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/s/ Jaysha Thompson _____

Jaysha Thompson

Paralegal for Stephen Surman

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