

Tanya Sabrina Lavin Zamora

Name

1666 W Foxberry Rd

Address

Santaquin, Utah 84655

City, State, Zip

484-643-2288

Phone

tanya.lavin@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)

Tanya Sabrina Lavin Zamora

(name of Petitioner)

and

Jose Luis Osvaldo Moreno Paez

(name of Respondent)

Other parties (if any)

Divorce Decree

254403591

Case Number

Shawn R Howell

Judge

Marla Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. Tanya Sabrina Lavin Zamora is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Tanya Sabrina Lavin Zamora. The divorce will become final upon entry of the divorce decree.

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

2. **Tanya Sabrina Lavin Zamora** and **Jose Luis Osvaldo Moreno Paez** 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: **Sabrina Moreno-Lavin**
Date of Birth: **Feb 9, 2012**

b.

Child Name: **Mia Stella Moreno-Lavin**
Date of Birth: **Aug 30, 2019**

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: **Sabrina Moreno-Lavin**
Date of Birth: **Feb 9, 2012**

i.

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

Move-in Date: **Dec 26, 2022**

Address: **1666 W Foxberry Rd, Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Tanya Sabrina Lavin-Zamora**

Caretaker current address: **1666 W Foxberry Rd, Santaquin, Utah 84655**

United States

(2).

Caretaker at this address: **Jose Luis Osvaldo Moreno-Paez**

Caretaker current address: **1666 W Foxberry Rd, Santaquin, Utah 84655**

United States

b.

Child Name: **Mia Stella Moreno-Lavin**
Date of Birth: **Aug 30, 2019**

i.

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

Move-in Date: **Dec 26, 2022**

Address: **1666 W Foxberry Rd, Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Tanya Sabrina Lavin-Zamora**

Caretaker current address: **1666 W Foxberry Rd, Santaquin, Utah 84655 United States**

(2).

Caretaker at this address: **Jose Luis Osvaldo Moreno-Paez**

Caretaker current address: **1666 W Foxberry Rd, Santaquin, Utah 84655 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 **Tanya Sabrina Lavin Zamora** and **Jose Luis Osvaldo Moreno Paez**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Tanya Sabrina Lavin Zamora** and **Jose Luis Osvaldo Moreno Paez** 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 **Tanya Sabrina Lavin Zamora** and **Jose Luis Osvaldo Moreno Paez**.

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 **Tanya Sabrina Lavin Zamora** be awarded Sole Physical custody. **Jose Luis Osvaldo Moreno Paez** should have parent-time at reasonable times and places. **Tanya Sabrina Lavin Zamora** is filing this Parenting Plan and verifies the plan is filed in good faith.

Parent-time

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of

any plan to interrupt the parent-time; and

c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be **Thursday**. (81-9-302)

On school days: Parent-time begins when school is regularly dismissed and ends at 8:30 p.m. (Utah Code 81-9-302)

On days when school is not in session: Parent-time begins at 9:00 a.m. if the parent is able to be with the child and ends at 8:30 p.m. If the parent is not able to be with the child to begin parent-time at 9:00 a.m., parent time begins at 5:30 p.m. and ends at 8:30 p.m. (Utah Code 81-9-302)

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	Jose Luis Osvaldo Moreno Paez	Tanya Sabrina Lavin Zamora
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or	Even years	Odd years

Holiday	Period	Jose Luis Osvaldo Moreno Paez	Tanya Sabrina Lavin Zamora
	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Tanya Sabrina Lavin Zamora is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Jose Luis Osvaldo Moreno Paez is the father	
Summer Break	Jose Luis Osvaldo Moreno Paez will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Jose Luis Osvaldo Moreno Paez. Jose Luis Osvaldo Moreno Paez will have an additional two weeks of extended Summer Parent-time at the option of Jose Luis Osvaldo Moreno Paez, subject to weekday parent-time for Tanya Sabrina Lavin Zamora, but not weekends normally exercised by Tanya Sabrina Lavin Zamora. Jose Luis Osvaldo Moreno Paez will notify Tanya Sabrina Lavin Zamora of the summer break extended parent-time by May 1 each year. Tanya Sabrina Lavin Zamora will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Tanya Sabrina Lavin Zamora. Tanya Sabrina Lavin Zamora will notify Jose Luis Osvaldo Moreno Paez of the summer break extended parent-time by May 15 each year. If the notification by Jose Luis Osvaldo Moreno Paez is not timely, Tanya Sabrina Lavin Zamora may determine the schedule for extended parent-time for Jose Luis Osvaldo Moreno Paez, so long as Tanya Sabrina Lavin Zamora has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Tanya Sabrina Lavin Zamora's Birthday	Tanya Sabrina Lavin Zamora will have parent-time each year on Tanya Sabrina Lavin Zamora's birthday from 3:00 p.m. until the following morning when Tanya Sabrina Lavin Zamora delivers the child to school, or 8:00 a.m. if there is no school.		All years

Holiday	Period	Jose Luis Osvaldo Moreno Paez	Tanya Sabrina Lavin Zamora
	Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Jose Luis Osvaldo Moreno Paez's Birthday	Jose Luis Osvaldo Moreno Paez will have parent-time each year on Jose Luis Osvaldo Moreno Paez's birthday from 3:00 p.m. until the following morning when Jose Luis Osvaldo Moreno Paez delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Holiday	Period	Noncustodial Years	Custodial Years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Odd year	Even year

Parent-time transfers

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

Transfer at beginning of parent-time will be by **Jose Luis Osvaldo Moreno Paez** picking up/dropping off the children at this address:

Tanya Sabrina Lavin Zamora's home
1666 W Foxberry Rd
Santaquin, Utah 84655
4846432288
tanya.lavin@gmail.com

Transfer at end of parent-time will be by **Tanya Sabrina Lavin Zamora** picking up/dropping off the children at this address:

Jose Luis Osvaldo Moreno Paez's home
1666 W Foxberry Rd
Santaquin, Utah 84655

4849037692

pepemorenopaez@gmail.com

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 **Tanya Sabrina Lavin Zamora's** home residence.

14. Tanya Sabrina Lavin Zamora and Jose Luis Osvaldo Moreno Paez has authority to check the children out of school. Tanya Sabrina Lavin Zamora and Jose Luis Osvaldo Moreno Paez has access to the children during school. If the parents cannot agree, education decisions will be made by Tanya Sabrina Lavin Zamora.

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 **5** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **Children traveling abroad require authorization from one parent and approval from a notary for the other parent to accompany them outside the country.**

Child care

22. A child care provider for our children must be:

23. Other terms about child care: **We care for our daughters.**

Relocation of a parent

24. Neither parent may relocate with the minor children more than **40** miles from their current residence without a written agreement signed by the parties or further court order.

25. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

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. **Dispute Resolution Provision Regarding the Children** The parties, Tanya and José Luis, agree that before bringing any matter related to the custody, parenting time, or care of the minor children to court, they will follow the procedure below to attempt to resolve their differences amicably and in the best interest of the children: **Direct Communication** The parties agree to

discuss the dispute directly in a respectful manner, focusing on the children's best interests, within five (5) business days after the issue arises. **Voluntary Mediation** If the dispute cannot be resolved through direct communication, both parties agree to participate in a session with a certified family mediator in Utah before filing any court action. Mediation costs will be shared equally by the parties, unless otherwise agreed. Mediation will be scheduled within thirty (30) days following the unsuccessful attempt at direct communication. **Documentation and Record-Keeping** Each party will maintain a written record of all attempts at communication and mediation, including dates and issues discussed, to provide evidence if necessary. **Emergency Exception** This procedure does not prevent either party from taking urgent action if there is an immediate risk to the health, safety, or well-being of the children. **Good Faith Commitment** Both parties commit to acting in good faith throughout the dispute resolution process, prioritizing the best interests of the children and avoiding unnecessary conflict.

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 (Tanya Sabrina Lavin Zamora) (Utah Code 81-6-203)

30. **Tanya Sabrina Lavin Zamora's** gross monthly income for child support purposes is **\$4333**. **Tanya Sabrina Lavin Zamora** base child support amount using the **sole** custody calculation is **\$883**. **Tanya Sabrina Lavin Zamora** receives the following gross monthly income:

Income: Respondent (Jose Luis Osvaldo Moreno Paez) (Utah Code 81-6-203)

31. **Jose Luis Osvaldo Moreno Paez's** gross monthly income for child support purposes is **\$2444**. **Jose Luis Osvaldo Moreno Paez's** base child support amount using the **sole** custody calculation is **\$497**. **Jose Luis Osvaldo Moreno Paez** receives the following gross monthly income:

32. The adjusted gross monthly income for **Jose Luis Osvaldo Moreno Paez** is **\$2444**.

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

33. It is in the best interest of the children that **Jose Luis Osvaldo Moreno Paez** be ordered to pay child support to **Tanya Sabrina Lavin Zamora** as follows:

a. **\$497.00** 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.

Tanya Sabrina Lavin Zamora's base child support amount is **\$883** per month.

Jose Luis Osvaldo Moreno Paez's base child support amount is **\$497** 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. Child support will be paid as follows:

Child support payments will be made via Zelle, with the full amount transferred once per month within the first 10 days of each month. The payer is responsible for ensuring the payment is sent promptly and in the correct amount to the recipient's designated Zelle account.

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

40. **Tanya Sabrina Lavin Zamora** and **Jose Luis Osvaldo Moreno Paez** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Tanya Sabrina Lavin Zamora**, **Jose Luis Osvaldo Moreno Paez** will reimburse **Tanya Sabrina Lavin Zamora** for half the fee.

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

42. 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).

43. 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))

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

a. **CHILD SUPPORT AGREEMENT – EXTRAORDINARY EXPENSES ONLY** This Agreement is made between Tanya Lavin Zamora (“Custodial Parent”) and José Luis Osvaldo Moreno Paez (“Non-Custodial Parent”) regarding the support of their minor children. 1. Purpose The parties agree that this Agreement applies only to extraordinary expenses incurred for the children and does not modify the standard monthly child support amount set by Utah guidelines. 2. Extraordinary Expenses Extraordinary expenses include, but are not limited to: Medical, dental, or mental health expenses not covered by insurance Educational expenses (private school tuition, tutoring, or special programs) Extracurricular activities (sports, camps, lessons) Travel or transportation costs related to parenting time or the children’s activities Payment Responsibility: Both parents shall pay 50% of all extraordinary expenses. 3. Reimbursement Procedure The parent who incurs the extraordinary expense shall provide the other parent with: Written documentation of the expense (invoice, receipt, or bill) Proof of payment (copy of check, bank statement, or receipt) The other parent shall reimburse their 50% share within 30 days of receiving the documentation. If the reimbursing parent disputes the expense, both parents agree to communicate promptly to resolve the issue, and if unresolved, seek mediation before filing a motion in court. 4. Additional Provisions Both parents agree to

cooperate in good faith regarding extraordinary expenses. Extraordinary expenses shall be used solely for the benefit of the children. This Agreement may be submitted to the court for approval but does not replace or modify the standard child support amount.

45. 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

46. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

47. **Jose Luis Osvaldo Moreno Paez** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Tanya Sabrina Lavin Zamora** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

48. 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),

49. **Tanya Sabrina Lavin Zamora** 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:

- **Tanya Sabrina Lavin Zamora's** insurance will be primary coverage.
- **Jose Luis Osvaldo Moreno Paez'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:

- **Tanya Sabrina Lavin Zamora's** spouse's insurance will be primary coverage.
- **Jose Luis Osvaldo Moreno Paez'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)

50. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

51. 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)

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

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2023**

Make: **Toyota**

Model: **Corolla Cross**

VIN: **7mufbabg9pv010267**

Owner (before divorce): **Tanya Sabrina Lavin Zamora**

Current value: **\$19,559.00**

Amounts Estimated: **yes**

Basis of Estimation: **Carfax**

Ownership After Divorce: **Tanya Sabrina Lavin Zamora**

I.

Lender: **Toyota Brent Brown**

Address: **1400 south Sandhill Road**

Date Acquired: **N/A**

Amount Owed: **\$5,810.00**

Amounts Estimated: **yes**

Basis of Estimation: **Terms of leasing**

Monthly Payment: **\$581.00**

The debt will be paid as follows: **Tanya Sabrina Lavin Zamora will pay the entire debt. Tanya Sabrina Lavin Zamora will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

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

a.

Account Number: **0097**

Account Type: **Checking**

Institution Name: **Bank of America**

Address: **1126 N Canyon Creek Pkwy, Spanish Fork, Utah**

Date Opened: **N/A**

Balance (US Dollars): **\$700.00**

Estimated: **no**

Owner: **Tanya Sabrina Lavin Zamora**

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

Divide as follows: **Tanya Sabrina Lavin Zamora should be awarded the entire balance of \$700.00 from this money.**

b.

Account Number: **9438**

Account Type: **Checking**

Institution Name: **Bank of America**

Address: **1126 N Canyon Creek Pkwy, Spanish Fork, Utah**

Date Opened: **N/A**

Balance (US Dollars): **\$3,700.00**

Estimated: **no**

Owner: **Tanya Sabrina Lavin Zamora**

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

Divide as follows: **Tanya Sabrina Lavin Zamora should be awarded the entire balance of \$3,700.00 from this money.**

c.

Account Number: **8222**

Account Type: **Saving**

Institution Name: **Mountain America Credit Union**

Address: **818 s State Hwy 198, Payson Utah**

Date Opened: **N/A**

Balance (US Dollars): **\$6,747.00**

Estimated: **no**

Owner: **Tanya Sabrina Lavin Zamora and Jose Luis Osvaldo Moreno Paez**

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

Divide as follows: **50% for each one.**

d.

Account Number: **5873**

Account Type: **Saving**

Institution Name: **Mountain America Credit Union**

Address: **818 s State Hwy 198, Payson Utah**

Date Opened: **N/A**

Balance (US Dollars): **\$35.00**

Estimated: **no**

Owner: **Jose Luis Osvaldo Moreno Paez**

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

Divide as follows: **Jose Luis Osvaldo Moreno Paez should be awarded the entire balance of \$35.00 from this money.**

55. **Tanya Sabrina Lavin Zamora will receive the following property:**

- a. Cough**
- b. TV Rack family room**
- c. Dinner Table**
- d. Decoration**
- e. Kitchen tools**
- f. Queen beds**
- g. Tv 43**
- h. TV 47**
- i. Ipad**

56. **Jose Luis Osvaldo Moreno Paez will receive the following property:**

- a. King bed
- b. Samsung TV
- c. Speaker
- d. TV rack bedroom
- e. Computer
- f. Office
- g. Camping supplies
- h. Tools

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: **7032**

Institution Name: **Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,599.72**

Minimum Monthly Payment (in US Dollars): **\$284.00**

Owner: **Tanya Lavin**

The debt will be paid as follows: **Tanya Sabrina Lavin Zamora will pay half of the debt. Jose Luis Osvaldo Moreno Paez will pay half of the debt. Tanya Sabrina Lavin Zamora will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.

Account Number: **8222**

Institution Name: **Mountain America Credit Union**

Address: **9800 S. Monroe St., Sandy, UT 84070**

Amount owed on debt (in US Dollars): **\$14,198.40**

Minimum Monthly Payment (in US Dollars): **\$396.80**

Owner: **Tanya Lavin Jose Luis Moreno**

The debt will be paid as follows: **Tanya Sabrina Lavin Zamora will pay \$7,889 of the debt. Jose Luis Osvaldo Moreno Paez will pay \$6,309 of the debt. Tanya Sabrina Lavin Zamora will provide a copy of the divorce decree to the lender.**

Other Debt

a.

Account Number: **None**

Institution Name: **Cooper and Dunn Construction**

Address: **1345 s 1650 E Provo Utah**

Amount owed on debt (in US Dollars): **\$28,000.00**

Minimum Monthly Payment (in US Dollars): **\$600.00**

Owner: **Tanya Lavin Jose Luis Moreno**

The debt will be paid as follows: **Tanya Sabrina Lavin Zamora will pay half of the debt. Jose Luis Osvaldo Moreno Paez will pay half of the debt. Jose Luis Osvaldo Moreno Paez 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: **Home**

Address: **1666 W Foxberry Rd, Santaquin, Utah, Utah 84655 United States**

Tax ID: **41-964-0022**

Legal Description: **Lot 22, The Hills @ Summit Ridge Phase A, according to the official plat thereof as recorded in the office of Utah County Recorder, State of Utah.**

Date property acquired: **Dec 19, 2022**

Names on title: **Tanya Sabrina Lavin**

Original cost: **\$480,000**

Current value: **\$559,900.00**

Property values estimated: **no**

Disposal: **Clause Regarding Possession of the Marital Home and Distribution of Sale Proceeds**

1. Occupancy of the Home It is agreed that Tanya Lavin shall remain in the marital residence located at 1666 W Foxberry Rd, Santaquin Utah, until the property is sold. During this period, Tanya shall be responsible for the ordinary maintenance of the home, including utilities and general upkeep, unless otherwise agreed by the parties.

2. Sale of the Home and Distribution of Proceeds Once the home is sold:

a. The sale proceeds shall first be applied to pay off the outstanding mortgage balance.

b. Next, any existing debts related to the home shall be paid, excluding the automobile debt, which shall remain the responsibility of the party assigned to it under this agreement.

c. The remaining balance, after paying the mortgage and the debts described above, shall be divided equally (50/50) between Tanya Lavin and José Luis Moreno.

3. Additional Obligations Both parties agree to cooperate in good faith to facilitate the sale of the home and to complete all financial transactions efficiently and in accordance with applicable law.

4. Exceptions Any use of the sale proceeds for purposes other than those described above must be mutually agreed to in writing by both parties.

i.

Creditor: **N/A**

Names on mortgage: **Tanya Sabrina Lavin**

Date mortgage acquired: **Dec 19, 2022**

Mortgage balance: **\$442,159.26**

Monthly payment: **\$3,490.34**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Tanya Sabrina Lavin Zamora will pay the entire debt. Tanya Sabrina Lavin Zamora 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: **Lavin & Brown LLC**

Description: **Services and others.**

Phone: **(484) 643-2288**

Address: **1666 W Foxberry Rd, Santaquin, Utah 84655 United States**

Total Value: **\$150,000**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

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

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

b.

Business Name: **AndeStone LLC**

Description: **services in cleaning, maintenance, repair, and professional consulting in corporate image and strategic communication, with a commitment to excellence, integrity, and attention to detail.**

Phone: **(484) 903-7692**

Address: **1666 W Foxberry Rd, Santaquin, Utah 84655 United States**

Total Value: **\$25,000**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

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

Percent owned by Respondent 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: Clause – Future Expenses for the Children Definition of **Future Expenses** Both parties agree that future expenses related to the minor daughters, Sabrina Moreno Lavin and Mia Stella Moreno Lavin, shall include, but are not limited to, the following: **Education:** Tuition, school supplies, uniforms, books, extracurricular activities, camps, field trips, and any other necessary educational expenses. **Health:** Medical, dental, and vision appointments, medications, therapies, specialized treatments, vaccinations, and medical insurance costs not covered by an employer-provided plan. **Recreational and Cultural Activities:** Sports, music, art, dance, cultural activities, and educational trips. **Insurance and Protection:** Health, dental, life, or accident insurance for the minors not covered by either parent's insurance. **Extraordinary Expenses:** Any expense not included above that is necessary to protect the minors' welfare, safety, or development. **Expense Allocation** All expenses listed in this clause shall be shared equally (50% by each parent), unless both parties agree in writing to a different allocation. **Notification and Payment Procedure** The parent incurring an expense shall notify the other parent in writing within five (5) days of incurring the expense, providing invoices, receipts, or other valid documentation. The other parent shall make their contribution according to the following schedule: Amounts up to \$150: 20 days from receipt of notification. Amounts from \$151 to \$300: 30 days from receipt of notification. Amounts over \$300: 45 days from receipt of notification. Payments shall be made via bank transfer, check, or any mutually agreed method. Expenses that must be paid before receiving prior authorization shall be considered extraordinary or emergency expenses, and the other parent shall reimburse their share as indicated above. **Extraordinary or Emergency Expenses** In the event of a medical, safety, or welfare emergency requiring immediate action, the parent incurring the expense may do so without prior authorization, notifying the other parent as soon as reasonably possible. **Shared Expenses for Trips and Special Activities** Any trip or activity involving a significant cost—such as educational or recreational trips outside the usual locality in which the children participate through a club or organization—must be notified to the other parent as soon as possible, including the itinerary, costs, and responsible parties during the activity. **Right to Deny** The other parent reserves the right to deny authorization for the expense if it is reasonably believed that it could: Endanger the safety, health, or welfare of the daughters. Interfere with the fulfillment of custody and visitation obligations. Adversely affect the children's physical, emotional, or educational

development. Dispute Resolution In the event of a disagreement regarding the necessity, nature, or amount of any future expense, both parties agree to seek mediation before seeking court intervention. **Review and Update** The parties agree to periodically review this future expense agreement and adjust it according to the changing needs of the children, provided any changes are made by mutual written agreement. **Accounting and Transparency** Both parties agree to maintain clear records of expenses incurred for the children and to share such records upon request, to ensure transparency and prevent future conflicts.

b.

Additional Provision: Clause – International Travel with the Children
Prohibition of International Travel Without Authorization Neither parent may take the minor daughters, Sabrina Moreno Lavin and Mia Stella Moreno Lavin, outside the territory of the United States without the express written authorization of the other parent. Such authorization must specify the travel dates, full itinerary, and contact information during the children's stay abroad.
Advance Notification The parent wishing to travel must notify the other parent in writing no less than forty-five (45) days in advance, providing: Exact departure and return dates Full itinerary, including flights, lodging, transportation, and planned activities Contact information for persons responsible during the trip Relevant documents, including copies of airline tickets and hotel reservations
Right to Deny Authorization The other parent reserves the right to deny the trip if he/she reasonably believes it may: Endanger the children's safety, health, or well-being Prevent compliance with custody and visitation orders Create any situation that could negatively affect the physical, emotional, or educational development of the children
Emergency Authorization In cases of justified emergency international travel, the parties shall communicate immediately to grant the corresponding authorization, providing documented evidence of the urgency. **Compliance and Consequences** Failure to comply with this clause constitutes a material violation of the custody agreement, and the affected party may request that the court revoke future travel privileges, temporarily modify custody, and issue any other measures necessary to protect the children. **Modification by Mutual Agreement** Any change or exception to this clause must be agreed upon in writing and signed by both parties, without prejudice to the rights established herein and the applicable laws of the State of Utah.

c.

Additional Provision: Clause – Sale of the Residence During or After the Divorce The parties agree that the property located at 1666 W Foxberry Rd.,

Santaquin, Utah, may be sold at any time during the divorce proceedings or, if not sold during that period, within a maximum of six (6) months after the conclusion of the divorce. The proceeds of the sale shall first be applied to: Payment of the outstanding mortgage balance; and Payment of any other related debts, including, but not limited to, credit cards or joint loans. Any remaining balance, once the above obligations have been satisfied, shall be divided equally, with 50% allocated to each party. Both parties agree to cooperate in good faith to: Select a real estate agent and approve the sale. Sign any documents necessary for the transfer of the property and distribution of funds. The party who remains in the residence during this period shall maintain the property in good condition, including: Keeping the house clean, Keeping the house organized, and Keeping the house presentable and in good repair, both inside and out, to preserve its value and appearance. In the event of a disagreement regarding the sale, either party may request that the court establish the terms of the sale.

d.

Additional Provision: Clause – Temporary Use of the Residence Mrs. Tanya Sabrina Lavin Zamora may continue residing in the property located at 1666 W Foxberry Rd, Santaquin, Utah, until the date on which the sale of the property is finalized, and agrees to: Maintain payment of the mortgage and utilities, as applicable. Allow reasonable inspections for the purpose of selling the property, if applicable. This permission does not create any permanent property rights nor does it limit the rights of the other party.

e.

Additional Provision: Clause – Coparenting and Joint Decision-Making (adapted to Utah) In accordance with the standard of joint legal custody under the State of Utah, the parties agree to the following: Physical, Mental, and Dental Health a. Significant decisions regarding medical providers, treatments, surgeries, therapies, long-term medications, and mental health shall be made jointly. b. In the event of a medical emergency, the parent with the child may authorize necessary treatment and must notify the other parent as soon as possible. c. Both parents shall have equal access to: Medical records Test results Medical providers and insurance information d. Each parent shall inform the other of any important medical appointments. Education a. Decisions regarding school changes, special programs, special education, support services, tutoring, or significant school activities shall be made jointly. b. Both parents may attend school meetings, academic events, and conferences with teachers. c. Each parent agrees to share academic reports and relevant communications. Extracurricular Activities a. Enrollment in

activities that involve significant costs or long-term time commitments must be agreed upon by both parents. b. Once enrollment is agreed upon, both parents shall support the child's participation, respecting schedules, transportation, and commitments. c. Costs shall be shared according to mutual agreement or as determined by the financial plan or court order. Religion a. Decisions regarding the child's religious or spiritual upbringing shall be made jointly, unless otherwise ordered by the court. b. The children may attend religious practices agreed upon by both parents. c. Neither parent shall interfere with or disparage the religious practices previously agreed upon. Dispute Resolution In the event of a disagreement regarding a significant decision, the parties shall make a good faith effort to resolve the issue through: Direct conversation Mediation (if necessary and before seeking court intervention)

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.

7.17.26
Date _____ Signature ► 
Judge _____ 
Date _____ Signature ► _____
Commissioner _____
Approved as to Form. 
Other Party Signature ► _____
Other Party Name Jose Luis Osvaldo Moreno Paez

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: **Jose Luis Moreno Paez**

Method of service: **Hand Delivery**

Address: **1666 W Foxberry Rd. Santaquin Utah**

Date of Service: **Jun 1, 2026**

05/28/2026

Date

Signature



Tanya Lavin

Printed
Name

Tanya Lavin