



Eric P. Paulson (11744)
Paulson Family Law, P.C.
1024 Bamberger Drive, Suite B
American Fork, UT 84003
Telephone: 801-794-3852
eric@paulsonutahlaw.com

Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT OF
JUAB COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
AZUCENA YAZMIN TINOCO, Petitioner	
and	Case No.: 264600007
LADISLAO RICHARD TINOCO, Respondent	Judge: Shawn R. Howell Commissioner: Dustin Hardy

This matter comes before the court for entry of the Decree of Divorce. The Stipulation of the parties was previously filed. To avoid confusion, the parties will be referred to as “Yazmin” and “Richard” with no disrespect intended. The court, having reviewed the Stipulation and having previously entered its Findings of Fact and Conclusions of Law, now states: IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Residency: The Petitioner is a bona fide resident of Juab County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on March 25, 2014 in Manti, Utah, United States.

3. Grounds: The parties are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. Parties are the parents of 2 minor children, namely: J.I.T., born 08/2011; A.R.T.V., born 02/2014.

PARENTING PLAN

5. 1Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children will be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time is defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	MOM	MOM	MOM	DAD	DAD	DAD
Week 2	DAD	DAD	DAD	DAD	MOM	MOM	MOM

a. The parties will have 50/50 custody such that each parent receives one week with the exchange occurring on Fridays at school or unless agreed upon otherwise by the parties, 5:30 p.m. if school is not in session.

b. Ten Days of Extended Summer-Time. Each party will, at their option, receive 10 continuous days in the summer which will consist of their one-week period of custody plus 3 additional consecutive days from the other parent's one-week of custodial time.

c. Yazmin's first week is May 22 to May 29, 2026 and the rotation will begin thereafter.

6. Notification of Extended Time. Both parents will provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Richard will have first choice of extended time in odd numbered years and Yazmin will have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent. For 2026, Yazmin elects her time from August 7 through August 10, 2026. Richard will elect June 5 through June 8, 2026.

7. Holidays. The holidays are as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth : (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 is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with the exchange at school

Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

8. Legal Custody. The parties will have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training will be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

- i. The parties will continue to use their current pediatrician, Central Valley Medical, as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents will make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they will abide by the recommendation of the attending doctor.
- ii. Emergency and sick care will be attended to by the parent who is exercising the parent time. The parent will notify the other parent within 30 minutes of scheduling for emergency or same day care. The parent will notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. The children will continue to attend Juab Junior High School and Juab High School, unless otherwise mutually agreed upon by the parties in writing. Both parties will be listed on school records. Both parties will be listed for any emails given by teachers or respective school administrators.

d. Religion: The parents are supportive of the children participating in the Catholic religion. The parties will attend

religious services with the children on their own respective parent-time as the parent chooses.

9. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

10. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

11. Release of Cell Phone. Richard will release Yazmin's cell phone plan and number to her and will cooperate within 48 hours of request.

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

13. Cell Phone. The children's cell phone plan will be divided such that Richard will pay for daughter's cell phone/device and Yazmin will pay for son's cell phone/device. Both parties will have access to parental controls including location apps.

14. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a.** An itinerary of travel dates;
 - b.** Destination;
 - c.** Places where the children or traveling parent can be reached;
 - d.** And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
 - e.** Both parties will have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times.
- All out of country travel will be done through notarized documentation between the parties and consent will not be unreasonably withheld.

15. Change of Information: Each parent will provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

16. Notification of Children's Events. The parties will take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties will notify each other of any school programs, extracurricular activities and sporting events

their children may be involved in that is not available online or through emails of the program. Placing information on the calendar will constitute notice.

17. Sleep Overs. The children will not have sleep overs unless mutually agreed upon by the parties. This does not include cousins and family members.

18. Special Events. Special consideration will be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

19. Mutual Restraining.

a. Both parties will be supportive of the other party's role as a parent. Neither parent will attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the

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

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

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

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Parties will not speak with Minor Children about litigation between Parties.

g. The parties are restrained from consuming illegal drugs and alcohol beyond impairment, and from abusing prescription drugs, for 24 hours prior to their parent time and during their parent time. The parties will also keep the children away from third parties who are doing so.

h. Parties will not introduce Minor Children to any romantic interest until they have been in an exclusive committed relationship for more than three

consecutive months. Parties may not allow romantic partners to spend the night while he or she is exercising parent-time.

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

20. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available two hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation. For on-call work, First Right of Refusal will apply if the call is between 7 a.m. and 10 p.m. In other words, the very nature of “on-call” work is such that Richard will most likely not know how long he will be away so he will always give Yazmin the option to provide care for a child immediately after he is summoned for on-call work” if it is within the hours designated herein.

21. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this Decree of Divorce, they will seek the assistance of a mutually agreed upon third party or mediator before, or simultaneous to, either party initiating legal action. However, either of the parties may seek emergency relief from the court in the future

should an emergency arise which would make formal negotiation not practical.

22. Activity Costs. Each party will assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties will pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent is solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity will not infringe on the other parent's parent-time and the enrolling parent will pay the full cost. Both parents are able to attend all of the child's extra-curricular activities and the parent who signs up the child will put the event on the Calendar within 24 hours of receiving the calendar or any change.

23. School Fees. Each party will assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties will pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense will submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30)

days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

24. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

25. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

26. Child Support. Child Support will be calculated as according to Utah Code §81-6-201 *et seq.* Yazmin's gross monthly imputed income is \$3,590 per month. Richard's gross monthly income is \$8,918 per month. Yazmin has 183 overnights and Richard has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Richard's child support obligation is \$433 per month. Child support will commence July 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and will automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

27. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

a. 3Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children are calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount will be automatically deducted from or added to the child support paid or owed.

b. 4Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses must provide written verification of the cost and payment of medical

and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Richard will be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Yazmin will be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage will not be required. However, if the parties have double coverage for insurance, each party will pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage will be provided within 7 days of request. The parties will notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

28. Childcare Expenses. Childcare expenses are not anticipated due to the age of the children.

29. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Yazmin will claim the oldest child and Richard will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Yazmin is entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Richard will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. Richard is entitled to claim the dependency exemption/tax credits indicated herein as long as (s)he is current on his child support obligation by December 31st of the applicable tax year.

30. Taxes.

a. The parties will amend and file joint tax returns for 2025 if the tax preparer deems it beneficial to both parties. In such case that they file joint tax returns; Yazmin will be awarded the refund that she has already received as a buyout for filing separately and any other refund received will be split equally. Any joint tax liability for 2025 will be paid by Richard. The parties will cooperate to give needed information within 72 hours of request. For 2025, if the parties file separate, Yazmin claimed A.R.T.V. and Richard will claim J.I.T.

b. The parties will pay one-half of the liability and the parties will equally share any tax refund in the event of an audit for any jointly filed tax returns.

c. Starting with the 2026 tax year, the parties will file their taxes separately and each is entitled to their separate refunds or will each be responsible for their separate liabilities.

31. Real Property. The parties do not presently own an interest in real property.

32. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties is distributed such that the person

receiving the item is responsible for any associated debt with the item.

The division is as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2021 Chevrolet Traverse	Yazmin
2017 Chevrolet Colorado	Richard
2024 Four Wheeler	Children: When the youngest child graduates it will be sold and proceeds divided to the children or as the children otherwise mutually agree in writing.

a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated herein.

33. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Richard's Name including but not limited to: Wells Fargo Credit One Pay Pal Navy Federal Navy Federal USAA Express Recovery Collection	Richard
Debts in Yazmin's Name including but not limited to: Personal Loan	Yazmin

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- a.** Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
 - b.** Other Debts: The parties are aware of no other joint debts not otherwise addressed herein and each will pay any and all separate debts in their own names. Should other joint debts be later discovered, the person responsible for incurring the debt will be responsible for paying it. Furthermore, the parties will hold the other harmless in the event of their refusal in payment of any joint obligation.
 - c.** Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
- 34.** Checking and Saving Accounts. Each party is awarded monies in their own separate checking and savings accounts.

35. Retirement Accounts:

a. The parties will equally divide the marital portion of all 401k accounts. The parties will split Richard's Account to compensate so that each party has 50% of the total retirement 401k funds. The division date is the entry of the Decree of Divorce. No withdrawals of any kind will be made prior to the entry of the Decree of Divorce.

b. The parties will equally divide the marital portion of the two pension plans and will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula. (Woodward Formula: Total Months Married During Employment/Service as numerator and Total Months of Employment/Service as denominator. This fraction is the marital portion in which each party is entitled to one-half.) The division date is the entry of the Decree of Divorce.

c. The parties will use Fackrell & McLean to prepare their necessary documentation for division with each paying one-half of the cost.

d. Richard represented there have been no withdrawals from the plans for no less than one year prior to the date the Petition for Divorce was filed but if any withdrawals were made Yazmin will receive one-half of any such withdrawals. Richard and

Yazmin specifically warranted that he has no other retirement plans besides those referenced herein. Richard and Yazmin are enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of all appropriate QDROs by Plan Administrators. In the event that Richard receives any of the benefits awarded to Yazmin from these accounts as indicated within this paragraph, Richard will receive that benefit in the form of a constructive trust for Yazmin, and Richard is ordered to pay the benefit directly to Yazmin within thirty days of its receipt.

36. Name: Yazmin will henceforth be known by the name of Azucena Yazmin Vega.

37. Alimony: Richard will pay Yazmin \$1,117 per month for a term of 6 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on July 1, 2026.

38. Interim Support: For June 2026, the parties will maintain the status quo regarding all financial matters.

39. Deeds and Titles: Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other

documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

40. Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

**THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT
ON TOP OF THE FIRST PAGE OF THIS DOCUMENT**

Approved as to form:

/s/ Malcolm Lamb

Attorney for Respondent

Signed by ERIC P. PAULSON with permission of
MALCOLM LAMB received via email