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Attorney for Petitioner *Lauren Marie Eckhart*

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

IN THE MATTER OF THE MARRIAGE OF:

LAUREN MARIE ECKHART,

Petitioner,

and

VINCENT THOMAS MENDOZA,

Respondent.

DECREE OF DIVORCE

Case No.: 254300124

Judge: Jared Eldridge

Commissioner: Marian Ito

This matter comes before the Court by way of Petitioner Lauren Marie Eckhart's ("Ms. Eckhart's") Verified Petition for Divorce seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the Verified Petition for Divorce and noting that Respondent has defaulted, with a Default Certificate having been entered on July 23, 2026, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows::

DECREE

1. Ms. Eckhart is a resident of Utah County, State of Utah, and has been a resident of

Utah County, State of Utah, for the three (3) months immediately preceding the commencement of this action.

2. Respondent Vincent Thomas Mendoza (“Mr. Mendoza”) is a resident of Utah County, State of Utah, and has been a resident of Utah County, State of Utah, for the three (3) months immediately preceding the commencement of this action.

3. The parties were married on April 25, 2022, in the city of Provo, Utah County, state of Utah are now and have been since that time, husband and wife.

4. The parties separated on or about August 24, 2025.

5. This Court has general jurisdiction over this matter, pursuant to Utah Code Ann. §78A-5-102(1).

6. This Court has personal jurisdiction over the parties, pursuant to Utah Code Ann. §78B-3-205 and Utah Code Ann. §81-5-604 .

7. Venue is proper in this Court, pursuant to Utah Code Ann. §81-5-605.

GROUND

8. The parties should be granted a Decree of Divorce pursuant to Utah Code Ann. §81-4-405(1)(h).

CHILDREN

9. There are two (2) minor children at issue as a result of this marriage, to wit:

<u>MINOR CHILD</u>	<u>DATE OF BIRTH</u>
T.M.	January 2023
M.M.	November 2024

10. The parties’ minor children have resided in Utah County, State of Utah, for the past six (6) months, and Utah is the home state of the minor children.

11. The parties have no knowledge of any current custody proceeding concerning the parties’

minor children pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the children have been filed in any Juvenile Court.

12. The parties have no knowledge of any person not a party to these proceedings who has physical custody of the parties' minor children or who claim to have custody or visitation rights with respect to the parties' minor children.

CHILD CUSTODY AND PARENT-TIME

13. Ms. Eckhart shall be awarded sole legal custody of the minor children.

14. Ms. Eckhart is awarded sole physical custody of the minor children. The Respondent shall have parent-time as agreed upon by the parties, taking into consideration the best interests of the children. Such parent-time may include weeks of in-person parenting time during the summer and regularly scheduled virtual parent-time throughout the year as agreed upon by the parties. If the parties are unable to agree upon a parent-time schedule, either party may seek further order from the Court.

15. Parent-time shall take place as the parties might agree. If the parties cannot agree on a parent-time schedule, then the parties should follow Utah Code Ann. §81-9-302 as the parent-time schedule.

16. Holiday parent-time shall take place as the parties may agree, or, if the parties cannot agree, the parties should have holiday parent-time pursuant to Utah Code §81-9-302 as applicable, with Mr. Mendoza designated as the noncustodial parent for purposes of determining the holiday parent-time schedule.

17. Should either parent relocate more than 150 miles from the residence occupied at the time of the Decree, that parent should provide advanced written notice of at least sixty (60) days of the intended relocation to the other parent, and the parties shall attempt to revise their parent-

time schedule to fit the change in circumstances. Should the parties be unable to agree, either party may require that the court schedule a hearing, with notice, to review the parent-time schedule and to make appropriate orders regarding custody and parent-time and costs for parent-time transportation.

18. Both parties shall provide the other with his or her current address and telephone number in the event that they may change.

19. If either party travels outside the state of Utah with the minor children, advance notification shall be provided as required by Utah Code Ann. §81-9-202(19).

CHILD SUPPORT

20. A reasonable sum of child support for the care and maintenance of the parties' minor children should be awarded based upon the parties' respective incomes, using the sole physical custody worksheet.

21. Ms. Eckhart has a gross monthly income of \$1,659.68 and Mr. Mendoza has a gross monthly income of \$4,073.00. Based on the Sole Physical Custody Child Support Worksheet, Mr. Mendoza's child support obligation shall be \$901.00 per month.

22. Child support should be payable one-half (1/2) on the 5th and 20th of each month, and should continue until the minor child becomes eighteen (18) years of age, or through the end of the month of the minor child's normal and expected date of graduation from high school, whichever occurs later.

INSURANCE, MEDICAL EXPENSES, AND CHILD CARE

23. The parties' minor children are in need of health insurance. Whichever party acquires a health insurance policy that is more cost-effective for the parties, then that party shall be responsible for maintaining the health insurance coverage on behalf of the minor children, so

long as it is available to them at reasonable cost. Both parties shall share equally the out-of-pocket cost of the premium actually paid for the children's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the children should be calculated by dividing the premium amount by the number of persons covered under the policy.

24. All medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor children shall be equally divided between the parties.

25. On a regular basis, but in no event less than every thirty (30) days, the parties shall furnish to the other verification in the form of canceled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each party should reimburse the other within thirty (30) days for all properly documented unreimbursed medical care expenses.

26. The parties shall each satisfy one-half (1/2) of all work-related childcare costs for the parties' minor children, if any.

SCHOOL FEES AND EXTRACURRICULAR ACTIVITES

27. The parties shall each satisfy one-half (1/2) of any out-of-pocket educational expenses for the parties' minor children (i.e. registration, books, required supplies, lunch fees, etc.). The party incurring the out-of-pocket expense shall provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party shall reimburse the other within thirty (30) days.

28. Each party shall assume one-half (1/2) of any out-of-pocket expense for the minor children's extracurricular activities. The party incurring the out-of-pocket expense should provide verification to the other party within thirty (30) days of incurring the expense. Upon

receipt of said verification, that party shall reimburse the other within thirty (30) days.

PERSONAL PROPERTY

29. Each party shall retain the personal property and household items currently in their possession, free and clear of any claim by the other party. Each party shall retain possession of any vehicle currently in their possession and shall be solely responsible for all expenses and obligations associated with such vehicles, including but not limited to maintenance, repairs, insurance, registration, and any other related costs.

30. All separate property and assets acquired by either party prior to or during the marriage by gift, bequeaths, or devise, shall remain the separate property of that party.

31. All property acquired by either party after the date of separation, shall be the exclusive possession of that party.

REAL PROPERTY

32. During the marriage, Ms. Eckhart and her parents acquired real property located at 687 E. 300 N., Mapleton, UT 84664. The property is titled in the names of Ms. Eckhart and her parents, and Mr. Mendoza shall not be awarded any interest or ownership in said property.

33. Ms. Eckhart shall retain possession and ownership interest in the real property located at 687 E. 300 N., Mapleton, UT 84664, subject to any ownership interests held by her parents. Mr. Mendoza shall have no right, title, or interest in the property.

BUSINESS INTERESTS

34. During the course of the parties' marriage, the parties did not acquire any interest in a business.

ASSETS

35. Any funds acquired during the marriage and held by either party shall be awarded

to the party currently in possession or control of such funds. Each party shall retain such funds as their sole and separate property, free and clear of any claim by the other party.

DEBTS AND OBLIGATIONS

36. During the course of the marriage, the parties incurred certain debts and obligations. The Court orders an equitable division of the parties' debts and obligations as follows:

37. Each party shall be solely responsible for debts and obligations incurred solely in their own name and shall hold the other party harmless from any such debts and obligations.

38. Any joint debts and obligations incurred during the marriage shall be divided equally between the parties. Each party shall be responsible for the debts and obligations assigned to them and shall hold the other party harmless from the same.

39. Neither party shall incur any further debt or liability in the name of the other party. Any debts or liabilities incurred by either party after entry of the Decree of Divorce shall be the sole responsibility of that party.

INVESTMENT AND RETIREMENT ACCOUNTS

40. Any retirement accounts, pensions, or other retirement benefits held in either party's name shall remain with the party in whose name the account or benefit is held. Each party is awarded their respective retirement accounts and benefits, free and clear of any claim by the other party.

SPOUSAL SUPPORT

41. Both parties are able-bodied individuals, capable of maintaining full-time employment. Neither party shall be awarded spousal support from the other past, present, or future.

TAXES

42. The parties shall each be entitled to claim one minor child for purposes of any applicable income tax dependency exemptions and/or child-related tax credits. Ms. Eckhart shall be entitled to claim the youngest minor child, and Mr. Mendoza shall be entitled to claim the oldest minor child. Once only one minor child remains eligible to be claimed, the parties shall alternate claiming the child each tax year, with Ms. Eckhart claiming the child in odd-numbered years and Mr. Mendoza claiming the child in even-numbered years.

43. Whichever party is required to pay child support shall only receive the child tax credit so long as they are current on all child support obligations by December 31st of any applicable year.

COSTS AND ATTORNEY FEES

44. The parties shall each be responsible for their own costs and attorney fees acquired in pursuing a Decree of Divorce.

MISCELLANEOUS

45. The parties shall be mutually restrained from discussing any aspect of this divorce proceeding directly to, in front of, or in the presence of the minor children. In addition, the parties shall not permit third persons to do what they are prohibited from doing.

46. Neither party shall make or allow anyone else to make any disparaging remarks about the other party directly to, in front of, or in the presence of the minor children.

47. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

48. The parties shall be restrained from posting about the other party or the divorce proceedings on any form of social media, or otherwise engaging in similar conversations on any social media platform and shall not permit third persons to do what they are prohibited from

doing.

49. Each party shall be restrained from harassing, annoying, or otherwise bothering the other party.

50. The parties shall be restrained from contacting the other party in excess; communication shall be via text message or email, except in case of emergencies, and shall be cordial.

51. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.

52. Each party shall be ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to Utah Code Ann. §81-4-501(4) and Utah Code Ann. §15-4.6.5 and to effectuate compliance with these statutes.

***** END OF ORDER *****
***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was electronically filed and will be served upon the following:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Vincent Thomas Mendoza 2679 W. 700 S. Springville, Utah 84663	☒ e-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☐ E-Mail

Email: vnicentmendoza@gmail.com	-
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DATED AND SIGNED this 28th day of July 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Adam Decker
Legal Assistant to:
DANIEL W. MCKAY
Attorney for Petitioner