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

In the matter of the marriage of: DIANA OROPEZA, and, ALBERTO OROPEZA-MUNOZ.	DECREE OF DIVORCE Case No.: 224100271 Judge: Roger W. Griffin Commissioner: Marian Ito
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This matter comes before the above-referenced court by way of Petitioner Diane Oropeza's Verified Petition for Divorce. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

THIS COURT HEREBY ORDERS, ADJUDGES, AND DECREES:

DIVORCE

1. The parties are granted a divorce based on Respondent's Declaration in Support of Jurisdiction, the divorce to become final upon entry.

JURISDICTION

2. Jurisdiction. The parties are bona fide residents of Utah County, State of Utah, and have been for 90 days immediately prior to the filing of this action.

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MARRIAGE

3. Marriage. The Respondent and the Petitioner were married on January 29, 2008 in Provo, Utah.

GROUND

4. Grounds. During the course of the marriage, the parties experienced irreconcilable differences which made the continuation of the marriage impossible.

CHILDREN

5. Children. The following are minor children of the parties: M.O.P. (born January of 2009); and J.O.P (born October of 2010).

HOME STATE

6. Home State. Utah is the home state of said minor children pursuant to Utah Code § 81-11-201.

PARENT TIME

7. Physical Custody. The parties are awarded joint physical custody of their children and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree.

8. Transportation. The parties are ordered to utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing. It is anticipated that the child(ren) will drive their own vehicle(s) for parent time exchanges once eligible.

9. Summer Time. Summer parent time is to be according to Utah Code §81-9-305.

10. Holidays. The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code § 81-9-303. Mother shall be designated the “custodial parent” for purposes of the holiday rotation, only.

11. Special Events. Special consideration is ordered to be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, 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.

12. Relocation. The parties will be bound by Utah Code § 81-9-209.

13. Legal Custody. The parties are ordered to have joint legal custody.

PARENTING PLAN

14. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

15. Day to Day Decisions. Both parties shall have the authority to make routine decisions regarding the children’s day-to-day activities when the children are in his or her care.

16. Major Decisions. The major decisions concerning their children’s general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

a. School Enrollment. The children should stay enrolled in their current schools and subsequent schools in the district pipeline, unless the parties mutually agree to a different school.

17. Notification of Children's Events. Both parents shall have access to information and shall not be required the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

18. Travel. When the children travel with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

19. Communication. The parties shall discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

20. Mutual Restraining. The parties shall 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 or threatening the other party.

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

CHILD SUPPORT AND EXPENSES

22. Child Support. Child Support shall be calculated according to Utah Code §81-6-107. The Mother's gross monthly imputed income is \$4,680. The Father's gross monthly income is also \$4,680. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Given that the parties have equal income and share 50-50 custody, and given that the resulting child support amount would be a de minimis amount of \$15, the parties agree there should be no child support.

23. Payments and Arrears. The parties agree there are no outstanding child support arrears.

24. Activity Costs. Each party is ordered to 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 party incurring the extracurricular activity out-of-pocket costs shall 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 shall 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 written consent from the other parent shall be solely responsible for that expense.

- a. Regarding the above, the parties agree that Alberto will cover the first \$500 of extracurricular costs for the children each year. The parties will evenly split any amount beyond the initial \$500, so long as the activities are agreed upon.

25. School Fees. Each party is ordered to 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. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall 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 shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

26. Medical/Dental Expenses. The parties shall provide health care coverage for the minor children pursuant to Utah Code § 81-6-208. 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. Father currently provides said insurance.

- a. Alberto will pay the full monthly insurance premium for the children.
Diana will not reimburse Alberto for half of the children's portion of the premium.
- b. Each parent shall 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. The parent who incurs medical and dental expenses shall 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.
- d. 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 shall

be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

27. Division of Accounts. According to Utah Code § 15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

28. Childcare Expenses. Each party is ordered to be solely responsible for the cost of any day care costs they incur during their parent time.

29. Dependency Exemption/Tax Credit. Alberto will claim the children on his taxes each and every year.

30. Alimony. Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

PROPERTY AND ASSETS

31. Marital Home. The parties own two homes that are both considered marital property and that have roughly equal equity.

a. Diana is awarded the home located at 281 South 750 West, Spanish Fork, Utah, 84660. Diana should be awarded sole possession of this home, all of its equity, and be solely responsible for any mortgage debt or other debts associated with the home.

b. Alberto is awarded the home located at 1429 South 50 West, Payson, Utah, 84651. Alberto should be awarded sole possession of this home, all of its equity, and be solely responsible for any mortgage debt or other debts associated with the home.

- c. The parties are ordered to have 12 months in which Diana will refinance the Spanish Fork home into her sole name and remove Alberto from the mortgage.
- d. Each party will timely make the mortgage payments.

32. Vehicles. The parties' vehicles are divided as follows:

- a. 2019 Dodge Challenger - Awarded to Alberto.
- b. 1999 Ford Ranger - Awarded to Alberto.
- c. 2015 VW Passat - Awarded to Alberto with the understanding that it will be given to their elder child.
- d. 2018 Honda Accord - Awarded to Diana.
- e. Each party should be responsible for any debt associated with their assigned vehicle(s).

33. Retirement Accounts. The parties will each keep the retirement accounts in their own names, if any. Neither shall have any claim to the other's accounts, either now or in the future.

34. Cash & Savings Accounts. The parties have already divided their various cash and savings accounts. Each party should keep the accounts and funds in their name.

35. Debts. With the exception of the vehicle debt and mortgage debt described above, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the sole debt of the person whose name it is in. Each party is responsible for the debt in their own name. Both parties shall hold the other harmless from any penalties associated with such debts.

36. Personal Property. All personal property has already been divided. The parties should digitize any family photos in their own possession and share digital copies with the other party.

37. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

38. Maiden Name. Petitioner's surname was Pacheco prior to the marriage. She shall have the option of restoring her name to Diana Pacheco, should she so desire.

39. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that 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.

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

41. The bonds of matrimony are now SEVERED.

****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**

Approved as to form:

MARI ALVARADO
Attorney for Petitioner

NOTICE OF SUBMISSION OF DECREE

PLEASE TAKE NOTICE that Respondent, through counsel, intends to submit the proposed Decree of Divorce (“Decree”) to the Court for signature pursuant to Rule 7 of the Utah Rules of Civil Procedure.

A copy of the proposed Decree is attached hereto and has been provided to all parties. Any objection to the form of the proposed Decree shall be filed with the Court and served on counsel within seven (7) days after service of this Notice. If no objection is filed within that time, the proposed Decree will be submitted to the Court for signature without further notice.

SIGNED AND DATED this 23rd day of March, 2026.

ELLSWORTH LAW FIRM, PLLC

/s/ Dale E. Ellsworth, Jr. _____

DALE ELLSWORTH JR.

Attorney for Respondent Alberto Oropeza-Munoz