

AMENDED

Martha Anaya
Name
1030 N 995 W
Address
Orem, Utah 84057
City, State, Zip
385-236-6683
Phone
anayagee57@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)

Martha Anaya
(name of Petitioner)

and

Cristian Anaya
(name of Respondent)

Other parties (if any)

Divorce Decree

244402318

Case Number

Thomas Lo

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. Martha Anaya is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Martha Anaya. The divorce will become final upon entry of the divorce decree.

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

2. **Martha Anaya** and **Cristian Anaya** 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: **Kamila Anaya**

Date of Birth: **Mar 24, 2013**

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: **Kamila Anaya**

Date of Birth: **Mar 24, 2013**

i.

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

Move-in Date: **Sep 1, 2021**

Address: **1030 N 995 W, Orem, Utah 84057 United States**

(1).

Caretaker at this address: **Jeida Barron**

Caretaker current address: **1030 N 995 W, Orem, Utah 84057 United States**

(2).

Caretaker at this address: **Alexa Barron**

Caretaker current address: **1030 N 995 W, Orem, Utah 84057 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 **Martha Anaya** and **Cristian Anaya's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Martha Anaya** and **Cristian Anaya** 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 **Martha Anaya** and **Cristian Anaya**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Martha Anaya** be awarded Sole Legal and Sole Physical custody **Cristian Anaya** should have parent-time at reasonable times and places.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. **Martha Anaya will have primary care and custody of Kamila Anaya**

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	Cristian Anaya	Martha Anaya
Labor 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	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 at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:	Even years	Odd years

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Holiday	Period	Cristian Anaya	Martha Anaya
	(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.		
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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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: (a) upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	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: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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 (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following	Even years	Odd years

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Holiday	Period	Cristian Anaya	Martha Anaya
	Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
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: Martha Anaya 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: Cristian Anaya is the father	
Summer Break	Cristian Anaya will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Cristian Anaya. Cristian Anaya will have an additional two weeks of extended Summer Parent-time at the option of Cristian Anaya, subject to weekday parent-time for Martha Anaya, but not weekends normally exercised by Martha Anaya. Cristian Anaya will notify Martha Anaya of the summer break extended parent-time by May 1 each year. Martha Anaya will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Martha Anaya. Martha Anaya will notify Cristian Anaya of the summer break extended parent-time by May 15 each year. If the notification by Cristian Anaya is not timely, Martha Anaya may determine the schedule for extended parent-time for Cristian Anaya, so long as Martha Anaya 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
Martha Anaya's Birthday	Martha Anaya will have parent-time each year on Martha Anaya's birthday from 3:00 p.m. until the following morning when Martha Anaya 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
Cristian Anaya's	Cristian Anaya will have parent-time each year on Cristian	All years	

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Holiday	Period	Cristian Anaya	Martha Anaya
Birthday	Anaya's birthday from 3:00 p.m. until the following morning when Cristian Anaya 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.		

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 **Martha Anaya** picking up/dropping off the children at this address:

Martha Anaya's home
1030 N 995 W
Orem, Utah 84057
3852366683
anayagee57@gmail.com

Transfer at end of parent-time will be by **Martha Anaya** picking up/dropping off the children at this address:

Martha Anaya's home
1030 N 995 W
Orem, Utah 84057
3852366683
anayagee57@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.

Education plan

13. The school the children will attend is based on **Martha Anaya's** home residence.

14. Martha Anaya has authority to check the children out of school. Martha Anaya has access to the children during school. If the parents cannot agree, education decisions

will be made by Martha Anaya.

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 **7** days, the parent arranging the travel will notify the other parent at least **7** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:
A relative, friend, or neighbor.

Relocation of a parent

22. Neither parent may relocate with the minor children more than **100** miles from their current residence without a written agreement signed by the parties or further court order.

23. 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.

24. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

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 (Martha Anaya) (Utah Code 81-6-203)

25. **Martha Anaya's** gross monthly income for child support purposes is **\$4507**. **Martha Anaya** base child support amount using the **sole** custody calculation is **\$529**. **Martha Anaya** receives the following gross monthly income:

- a. **Martha Anaya** has other children that are not in common to both parties and who are not part of this case. **1119** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Cristian Anaya) (Utah Code 81-6-203)

26. **Cristian Anaya's** gross monthly income for child support purposes is **\$0**. **Cristian Anaya's** base child support amount using the **sole** custody calculation is **\$30**. **Cristian Anaya** receives the following gross monthly income:

- a. **Cristian Anaya** does not have any countable income from any source.

27. The adjusted gross monthly income for **Cristian Anaya** is **\$0**.

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

28. **Martha Anaya** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are absence of need of the parent to receive child support.

29. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

- a. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

30. 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.

31. Child support will be paid as follows:

I am not requesting child support as he is out of country permanently.

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

33. **Martha Anaya** will pay any ORS fees. If **Martha Anaya** is the ORS applicant and the fees are withheld from payments to **Martha Anaya**, **Cristian Anaya** will reimburse **Martha Anaya**.

34. The parties must notify each other of any change in their income as follows:

Not required

35. 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

36. **Martha Anaya** may claim the parties' children as dependents/exemptions for tax purposes.

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

37. 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),

38. **Martha Anaya** 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:

- **Martha Anaya's** insurance will be primary coverage.
- **Cristian Anaya'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:

- **Martha Anaya's** spouse's insurance will be primary coverage.
- **Cristian Anaya'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

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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)

39. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Martha Anaya will take care and support Kamila Anaya, as Cristian Anaya is out of country permanently.

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

40. 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)

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

Vehicles

42. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Jeep**

Model: **Wrangler**

VIN: **N/A**

Owner (before divorce): **Martha Anaya**

Current value: **\$10,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Martha Anaya**

b.

Lender: **Foursight Capital**

Address: **PO Box 45026 Salt Lake City UT 84145**

Date Acquired: **N/A**

Amount Owed: **\$32,500.00**

Amounts Estimated: **yes**

Basis of Estimation: **balance last revised**

Monthly Payment: **\$1,068.00**

The debt will be paid as follows: **Martha Anaya will pay the entire debt. Martha Anaya will provide a copy of the divorce decree to the lender.**

Debts

43. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

44. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

45. Neither party will pay alimony.

Retirement money

46. The parties do not need a court order about retirement money.

Duty to sign documents

47. 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)

Name after divorce

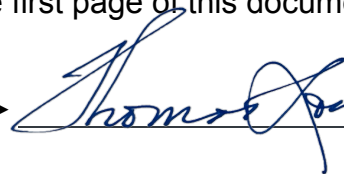
48. **Martha Anaya** changed **her** name when the parties married. **Martha Anaya's** name will be **Marta Gil** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

August 7, 2026

Date

Signature ▶



Judge

Thomas Low



Signature ▶

Date

Commissioner

Approved as to Form.

AMENDED

CRISTIAN ANAYA
CRISTIAN ORIEL ANAYA PEREN

Other Party
Signature ►

Other Party
Name Cristian Anaya

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: **Cristian Anaya**

Method of service: **Email**

Address: **anayacristian67@gmail.com**

Date of Service: **Jun 20, 2026**

06/20/2026

Date

Signature ►

Martha Anaya

Printed
Name

Martha Anaya