

Javier Ortiz
Name
3851 N Traverse Mountain Blvd #3406
Address
Lehi, Utah 84043
City, State, Zip
858-386-6146
Phone
javierjacobortiz@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)

Javier Ortiz
(name of Petitioner)

and

Nicole Ortiz
(name of Respondent)

Other parties (if any)

Divorce Decree

264400251
Case Number

Porter
Judge

Snow
Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Javier Ortiz** and **Nicole Ortiz** 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: **Aison Michael Ortiz**

Date of Birth: **Dec 12, 2018**

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: **Aison Michael Ortiz**

Date of Birth: **Dec 12, 2018**

i.

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

Move-in Date: **Feb 11, 2024**

Address: **3851 N Traverse Mountain Blvd #3406, Lehi, Utah 84043 United**

States

(1).

Caretaker at this address: **Javier Ortiz**

Caretaker current address: **3851 N Traverse Mountain Blvd #3406, Lehi, Utah 84043 United States**

ii.

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

Move-in Date: **Feb 2, 2026**

Address: **2342 E 820 S #13, Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **Nicole Ortiz**

Caretaker current address: **2342 E 820 S #13, Spanish Fork, Utah 84660 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 **Javier Ortiz** and **Nicole Ortiz's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Javier Ortiz** and **Nicole Ortiz** 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 **Javier Ortiz** and **Nicole Ortiz**.

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 and Joint Physical Custody. **Javier Ortiz** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Javier Ortiz's** home **182** overnights each year and in **Nicole Ortiz's** home **183** overnights each year.

Parent-time

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
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FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Parent-time for special occasions

11. 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	Noncustodial parent	Nicole Ortiz
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.	Odd years	Even years

Holiday	Period	Noncustodial parent	Nicole Ortiz
	(2) Holiday ends at 7 p.m. on Labor Day.		
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 (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
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: Nicole Ortiz is the mother
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Nicole Ortiz, but not weekends normally exercised by Nicole	Odd years	Even years

Holiday	Period	Noncustodial parent	Nicole Ortiz
	Ortiz. Noncustodial parent will notify Nicole Ortiz of the summer break extended parent-time by May 1 each year. Nicole Ortiz will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Nicole Ortiz. Nicole Ortiz will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Nicole Ortiz may determine the schedule for extended parent-time for Noncustodial parent, so long as Nicole Ortiz 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.		
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
Nicole Ortiz's Birthday	Nicole Ortiz will have parent-time each year on Nicole Ortiz's birthday from 3:00 p.m. until the following morning when Nicole Ortiz 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
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent 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	

Parent-time transfers

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

below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

13. 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

14. 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

15. The school the children will attend is based on a specific plan for where the children will attend school: **The child has not yet been enrolled in school. Both parents will agree on a school that is reasonably located between their residences or within the district of the parent whose home is zoned for the agreed-upon school..**

16. Javier Ortiz and Nicole Ortiz has authority to check the children out of school. Javier Ortiz and Nicole Ortiz has access to the children during school. If the parents cannot agree, education decisions will be made by Nicole Ortiz.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. 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.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. 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

21. 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.

22. If the children will be travelling for more than 3 days, the parent arranging the travel will notify the other parent at least 5 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 5 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

Relocation of a parent (Utah Code 81-9-209)

24. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

25. If either parent lives more than 149 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to ½ of the summer or off-track time for consecutive

weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

26. Other terms about relocating: **Moving over 30 miles must be agreed upon by both parents.**

27. 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.

28. 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.

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

Resolving disputes

30. 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**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Javier Ortiz) (Utah Code 81-6-203)

32. **Javier Ortiz's** gross monthly income for child support purposes is **\$12250**. **Javier Ortiz** receives the following gross monthly income:

Income: Respondent (Nicole Ortiz) (Utah Code 81-6-203)

33. **Nicole Ortiz's** gross monthly income for child support purposes is **\$1557**. **Nicole Ortiz** receives the following gross monthly income:

34. The adjusted gross monthly income for **Nicole Ortiz** is **\$1557**.

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

35. It is in the best interest of the children that **Javier Ortiz** be ordered to pay child support to **Nicole Ortiz** as follows:

a. **\$790.00** per month base support. This amount complies with the Utah Child Support Act.

36. 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.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$790** per month.

Child support reduction for extended parent-time

39. 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.

40. 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.

41. Child support will be paid as follows:

Bank account funds transfer

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

43. **Javier Ortiz** and **Nicole Ortiz** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Nicole Ortiz**, **Javier Ortiz** will reimburse **Nicole Ortiz** for half the fee.

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

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. **Nicole Ortiz** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Javier Ortiz** 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. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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:

- **Javier Ortiz's** insurance will be primary coverage.
- **Nicole Ortiz'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:

- **Javier Ortiz's** spouse's insurance will be primary coverage.
- **Nicole Ortiz'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: **2017**

Make: **Subaru**

Model: **Forrester**

VIN: **N/A**

Owner (before divorce): **Nicole Ortiz, Javier Ortiz**

Current value: **\$15,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelley Blue Book**

Ownership After Divorce: **Nicole Ortiz**

Loan: **N/A**

b.

Year: **2016**

Make: **Mazda**

Model: **CX5**

VIN: **N/A**

Owner (before divorce): **Javier Ortiz**

Current value: **\$15,493.00**

Amounts Estimated: **no**

Ownership After Divorce: **Javier Ortiz**

i.

Lender: **Cyprus Credit Union**

Address: **PO Box 9002 West Jordan, UT 84084**

Date Acquired: **N/A**

Amount Owed: **\$10,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **best guess**

Monthly Payment: **\$300.00**

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

Debts

54. 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

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

Alimony

Nicole Ortiz's Financial Need

56. **Nicole Ortiz's** net income (after taxes) is **\$1,337.34** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 1556.67
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0

Utah Cash Assistance	\$0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$0
Financial support from non-household members	\$0
Trust income	\$0
Annuity income	\$0
	\$0
	\$0
Total Gross Monthly Income	\$1556.67

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$0
State Income Tax	\$40.7
Municipal Income Tax	\$0
FICA	\$144.77
Medicare	\$33.86
Total Monthly Tax Deductions	\$219.33000000000004

57. **Nicole Ortiz's** ability to earn is limited for the following reasons:
- caring for child of the **Javier Ortiz**
58. **Nicole Ortiz** has taken these reasonable efforts to improve their employment situation:
- The amount of work she has is result of her full ability to earn at the time of divorce.**
59. **Nicole Ortiz** faces these reasonable barriers to improving their employment situation:
- Stay at home mother for 7 years, not needing to rely on career growth.**
60. **Nicole Ortiz** will be receiving per month in child support in this case.
61. **Nicole Ortiz's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$1600
Real estate taxes (if not included in mortgage)	\$0
Real estate insurance (if not included in mortgage)	\$0
Real estate maintenance	\$0
Food and household supplies	\$900
Clothing	\$0
Automobile payments	\$0
Automobile insurance	\$0
Automobile fuel	\$250
Automobile maintenance	\$0
Other transportation costs (public transportation, parking, etc.)	\$0
Utilities (such as electricity, gas, water, sewer, garbage)	\$200
Telephone	\$35
Paid television, cable, satellite	\$20
Internet	\$30
Credit card payments	\$0
Loans and other debt	\$0
Alimony from previous marriages	\$0
Child support	\$0
Child care	\$0
Extracurricular activities for children	\$100
Education (children)	\$0
Education (self)	\$0
Health care insurance	\$400

Health care expenses (excluding insurance listed above)	\$ 105
Other insurance	\$ 0
Entertainment	\$ 200
Laundry and dry cleaning	\$ 0
Donations	\$ 221.6
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 400
Other	\$ 25
Other	\$ 0
Total current monthly expenses	\$4486.6

62. **Nicole Ortiz's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 1350
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 800
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 112
Automobile fuel	\$ 250

Automobile maintenance	\$0
Other transportation costs	\$0
(public transportation, parking, etc.)	
Utilities (such as electricity, gas, water, sewer, garbage)	\$158
Telephone	\$35
Paid television, cable, satellite	\$0
Internet	\$30
Credit card payments	\$0
Loans and other debt	\$0
payments	
Alimony from previous marriages	\$0
Child support	\$0
Child care	\$0
Extracurricular activities for children	\$150
Education (children)	\$0
Education (self)	\$0
Health care insurance	\$0
Health care expenses (excluding insurance listed above)	\$35
Other	
insurance	\$0
Entertainment	\$200
Laundry and dry cleaning	\$0
Donations	\$210
Gifts	\$0
Union and other Dues	\$0
Garnishment or income withholding order	\$0
Retirement deposits	

(including pensions, 401(k), \$600
IRA, etc.)

Other \$25

Other \$0

Total marital monthly expenses \$3955

63. The difference between **Nicole Ortiz's** monthly net income (including child support) and monthly expenses is **\$3,149.26** based on **current** expenses. This is **Nicole Ortiz's** monthly financial need.

Javier Ortiz's Ability To Pay

64. **Javier Ortiz's** net income (after taxes) is **\$8,308.20** per month. This amount is based on these sources of income.

Work (Including self
employment, wages,
salaries, commissions,
bonuses, tips and overtime) \$12250

Rental income \$0

Business income \$0

Interest \$0

Dividends \$0

Retirement income
(including pensions, 401(k),
IRA, etc.) \$0

Worker's Compensation \$0

Social Security Disability
(SSDI) \$0

Supplemental Security
Income (SSI) \$0

Social Security (Other than
SSDI or SSI) \$0

Private Disability Insurance \$0

Unemployment benefits \$0

Education benefits
(Including grants, loans, \$0

cash scholarships, etc.)	
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 12250

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 3216.96
State Income Tax	\$ 548.2
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 176.64

65. **Javier Ortiz** will be paying **\$0** per month in child support in this case.

66. **Javier Ortiz's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2035
Real estate taxes (if not	

included in mortgage)	\$0
Real estate insurance (if not	\$0
included in mortgage)	
Real estate maintenance	\$0
Food and household	\$900
supplies	
Clothing	\$0
Automobile payments	\$300
Automobile insurance	\$113
Automobile fuel	\$150
Automobile maintenance	\$0
Other transportation costs	\$0
(public transportation,	
parking, etc.)	
Utilities (such as electricity,	\$200
gas, water, sewer, garbage)	
Telephone	\$35
Paid television, cable,	\$0
satellite	
Internet	\$60
Credit card payments	\$0
Loans and other debt	\$0
payments	
Alimony from previous	\$0
marriages	
Child support	\$0
Child care	\$0
Extracurricular activities for	\$185
children	
Education (children)	\$0
Education (self)	\$0
Health care insurance	\$130
Health care expenses	\$245
(excluding insurance listed	

above)	
Other insurance	\$ 116
Entertainment	\$ 200
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 891
Other	\$ 75
Other	\$ 0

67. Total marital monthly expenses **\$5635**. The difference between **Javier Ortiz's** monthly net income and monthly expenses (including child support) is **\$2,673.20**. This is **Javier Ortiz's** ability to pay alimony each month.

68. **Javier Ortiz** and **Nicole Ortiz** have been married for **11** years and **2** months.

69. The value of real property during the marriage is **\$0.00**

70. The value of personal property during the marriage is **\$30,493.00**.

71. The court should also consider these other factors: **Petitioner will continue mortgage payments on the family home at 252 S 400 E, Payson, UT 84651 until it sells in lieu of alimony, at which time of sale of the home alimony will commence.**

Alimony Payment

72. **Javier Ortiz** will pay **Nicole Ortiz** **\$1,911.00** in alimony each month.

73. These are the reasons for this amount: **Personal financial choice.**

74. Alimony will start on **Sep 15, 2025** for the following reason: **Alimony payments began on date of separation**

75. The payment schedule will be:

- a. **Each monthly spousal support payment shall be divided into two equal installments: The first half shall be paid on or before the 2nd day of each month, and The second half shall be paid on or before the 16th day of each month.**

76. **Javier Ortiz's** alimony obligation will end the earliest of the following:

- **5** years and **0** months.

- If **Nicole Ortiz** dies.
- If **Nicole Ortiz** remarries.
- If **Nicole Ortiz** cohabits. Cohabitation must be proven in court before **Javier Ortiz** stops paying alimony.

Retirement money

Retirement money – retirement accounts

77. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

78. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **DWHY**

Plan Name: **401(k)**

Plan Administrator: **Human Interest**

Company Name: **Syncro**

Address: **655 Montgomery Street, Suite 1800 San Francisco, California 94111**

Date Opened: **Aug 8, 2022**

Plan Value: **\$32500.21**

This plan is in the name of: **Javier Ortiz**

Divide as follows: **The entire account should be awarded to Javier Ortiz.**

b.

Account Number: **9783**

Plan Name: **Javier Ortiz Roth IRA**

Plan Administrator: **Fidelity**

Company Name: **Focus Partners**

Address: **350 Camino de la Reina Suite 500 San Diego CA, 92108**

Date Opened: **Aug 8, 2022**

Plan Value: **\$22831**

This plan is in the name of: **Javier Ortiz**

Divide as follows: **The entire account should be awarded to Javier Ortiz.**

c.

Account Number: **9778**

Plan Name: **Nicole Ortiz Roth IRA**

Plan Administrator: **Fidelity**

Company Name: **Focus Partners**

Address: **350 Camino de la Reina Suite 500 San Diego CA, 92108**

Date Opened: **Aug 8, 2022**

Plan Value: **\$36770**

This plan is in the name of: **Nicole Ortiz**

Divide as follows: **The entire account should be awarded to Nicole Ortiz.**

Duty to sign documents

79. 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.

9/1/2026

Date

Signature

 

Judge

Denise M Porter

Date

Signature

Commissioner

Approved as to Form.

Other Party

Signature



Other Party

Name

Nicole Ortiz

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: **Nicole Ortiz**

Method of service: **Email**

Address: **nicoleortiz1126@gmail.com**

Date of Service: **Jul 26, 2026**

07/26/2026

Date

Signature



Javier Ortiz

Printed
Name

Javier Ortiz