

The Order of the Court is stated below:

Dated: September 09, 2026
04:49:22 PM

/s/ CHRISTINE JOHNSON
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH
FOURTH JUDICIAL DISTRICT
UTAH COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
MELISSA VEGA BALDERAS	Civil No. 244401156 DA
and	Honorable Christine Johnson
SHIMEI BALDERAS.	Commissioner Marian Ito

THIS MATTER having come before the Court based upon the Stipulation and Settlement Agreement executed by Petitioner and Respondent, before the Honorable Christine Johnson; Respondent having heretofore filed his Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Matthew N. Olsen, attorney for Petitioner; the Court being fully advised in the premises; and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, MELISSA VEGA BALDERAS, and Respondent, SHIMEI BALDERAS, be and the same are hereby dissolved.
2. Residency. That Petitioner and Respondent are residents of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the filing of the Verified Petition for Divorce in this matter.
3. Marriage Information. That Petitioner and Respondent were married on the 1st day of December 2011, in Las Vegas, County of Clark, State of Nevada.
4. Grounds. That Petitioner and Respondent have experienced irreconcilable differences which cannot be resolved, and such has made it impossible for the marital relationship to continue.
5. Children, Custody, and Parent Time. That Petitioner and Respondent have one (1) child born as issue of the marriage, to-wit: Z.C.B., born September 2013.
6. That Petitioner and Respondent shall be awarded the joint legal custody of the minor child pursuant to the Joint Parenting Plan filed contemporaneously herewith.
7. That Petitioner shall be awarded the primary physical custody of the minor child, subject to Respondent's reasonable rights of parent-time.
8. That Respondent shall be awarded parent-time with the minor child as the parties may agree, or in the event they cannot agree upon Respondent's parent-time schedule, then pursuant to Utah Code Ann. §81-6-302, with Tuesdays being designated as Respondent's midweek visit and with the caveat that Respondent be awarded Sunday overnights on his alternating weekends.

9. That the provisions of Utah Code Ann. §81-6-209 related to relocation shall be incorporated into the Decree of Divorce.

10. That Petitioner and Respondent shall be restrained from making disparaging or demeaning remarks about the other party in the presence of the minor child, and to whatever extent possible, preclude third parties from doing so.

11. Jurisdiction - UCCJEA. That Utah has jurisdiction over the custody and parent-time issues in this case. The statute for jurisdiction in Utah is: The Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Utah Code Ann. §78B-13-101 et seq. The sections under which Utah has custody are Utah Code Ann. §78B-13-102(7) and/or this case meets the criteria under Utah Code Ann. §78B-13-201(1), 207, and 208.

12. That states and names of the persons with whom the minor child has resided within the last five (5) years are set forth below. The minor child has resided in Utah for at least six (6) months immediately preceding the filing of this action. Utah is the home state for the minor child and has jurisdiction under Utah Code Ann. §78B-13-102(7).

Lived with: Petitioner and Respondent

Relation: Father and Mother, respectively

State: Utah

Begin Living With: Petitioner and Respondent upon their birth

Stopped Living With:

13. Rule 100 Information. That pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 et seq.

and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 et seq., the parties state upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent time or visitation concerning the minor child(ren) which have been filed, or are pending, or have been completed with an order; and
- b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child(ren), and who claims to have custody, child support, and/or parent time or visitation rights with the minor child(ren).

14. That Petitioner and Respondent are not receiving public assistance for the benefit of the minor child.

15. Child Support. That commencing April 1, 2025, Petitioner shall be awarded child support in the sum of \$1,000.00 per month pursuant to the Child Support Schedule of the State of Utah.

16. That child support should be payable with one-half of the child support amount owing on the 5th day of each month and the remaining one-half of the child support amount owing on the 20th day of each month.

17. That Petitioner shall be awarded said child support until the minor child reaches the age of eighteen (18) years and graduates from high school with her normal and expected graduating class.

18. That in the event Respondent falls in arrears in his child support obligation, Petitioner should be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11-401, et seq., and Universal Income Withholding pursuant to Utah Code Ann. §62A-11-501, et seq.

19. Extracurricular Activity Expenses. That Petitioner and Respondent shall be ordered to assume and pay all extracurricular activities of the minor child(ren). However, said extracurricular activity must be agreed to, in writing, by the parties prior to the child(ren) being enrolled or taking part in such activities. If the parties are unable to agree on the extracurricular activity, either party shall still be entitled to have the child(ren) participate in the extracurricular activity if that party pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other party's parent time. The parties shall act in good faith in deciding whether the minor child(ren) should participate in an extracurricular activity.

20. Medical Insurance. That Petitioner and Respondent shall be ordered to provide and maintain medical and dental insurance for the benefit of the minor child(ren) as long as a policy is available to them at their place of employment, at a reasonable cost, with each of the parties being responsible for one-half of the medical, dental and optical insurance premiums applicable to the minor child.

21. That if at any point in time a dependent child(ren) is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child(ren) and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent child(ren). If a parent remarries and the dependent child(ren) is 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 child(ren).

22. That the parent who is ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren) and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Ann. §81-6-208.
23. That the parent who is ordered to maintain insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Ann. §81-6-208.
24. Medical Expenses. That Petitioner and Respondent shall divide equally all out-of-pocket medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses which are incurred on behalf of the minor child(ren) and not paid by insurance.
25. That the parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent as set forth in Utah Code Ann. §81-6-208.
26. That the parent who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.
27. That the parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.
28. That Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.
29. Childcare Expenses. That as long as the minor child remains with her current daycare provider (Elizabeth Kern), Respondent shall pay sixty percent (60%) of the childcare costs and

Petitioner shall pay forty percent (40%) of the childcare costs. In the event the minor child changes daycare, then in that event, the parties shall share equally the reasonable work-related childcare expenses incurred on behalf of the minor child(ren) pursuant to Utah Code Ann. §81-6-209. Respondent shall be solely responsible for any childcare expenses incurred during his parent-time.

30. That if an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

31. That in the absence of a court order to the contrary, a parent who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

32. That in the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

33. That in addition to any other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the provisions of the order relating to childcare.

34. That Petitioner and Respondent shall be granted the right of first refusal to care for the minor child when the other party is unable to do so for a period of four (4) hours or more, prior to the unavailable party engaging surrogate care.

35. Alimony. That neither Petitioner nor Respondent shall be awarded alimony from the other party and their claims for alimony shall be forever waived.

36. Real Property. That during the course of the marriage, Petitioner and Respondent acquired a home and real property located at 6569 North Fiona Street, Eagle Mountain, Utah.

37. That Petitioner shall be awarded the home and real property, free and clear of any claim by Respondent.

38. Personal Property. That during the course of the marriage, Petitioner and Respondent acquired certain personal property.

39. That Petitioner shall be awarded the following items of personal property, free and clear of any claim by Respondent:

- a. 2016 Toyota Carolla;
- b. 2013 Acura MDX (to be provided to Petitioner by Respondent with a one (1) year Power Train warranty only);
- c. The furniture, furnishings and fixtures in Petitioner's possession and all assets in her individual name; and
- d. Petitioner's personal belongings.

40. That Respondent shall be awarded the following items of personal property, free and clear of any claim by Petitioner:

- a. The furniture, furnishings and fixtures in Respondent's possession and all assets in his individual name; and
- c. Respondent's personal belongings.

41. Debts and Obligations. That during the course of the marriage, the parties have incurred certain debts and obligations.

42. That Petitioner shall be ordered to assume and pay the following debts and obligations:

- a. Mortgage on home and real property;
- b. Any and all remaining marital debt unknown to Petitioner; and
- c. Petitioner's individual debts and obligations.

43. That Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

44. That Respondent shall be ordered to assume and pay the following debts and obligations:

- a. Respondent's individual debts and obligations; and
- b.. Any and all remaining marital debt unknown to Respondent.

45. That Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

46. That 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 made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

47. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

48. That each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

49. That Petitioner and Respondent shall ordered to assume and pay any and all debts and obligations incurred by them subsequent to the date of their separation.

50. Savings Accounts, Checking Accounts and Investment Accounts. That during the course of the marriage, Petitioner and Respondent have acquired certain savings accounts, checking accounts and/or investment accounts.

51. That Petitioner and Respondent shall be awarded their individual savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party.

52. Retirement. That neither Petitioner nor Respondent acquired individual retirement accounts, pension plans, savings plans, profit sharing plans, 401(k) accounts, IRA's, etc., during the marriage.

53. Tax Credits. That Petitioner and Respondent shall be awarded the Federal and State tax credits applicable to the minor child, as well as any and all future stimulus payments and/or government benefits, with Petitioner claiming the minor child during odd years and Respondent claiming the minor child during even years.

54. Attorney Fees. That Petitioner and Respondent shall be ordered to assume and pay their individual attorney fees and costs incurred herein.
55. Deeds and Other Documents. That each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.
56. Default. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.
57. Full Disclosure. That in the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets shall be awarded the entire asset or assets.
58. Notice to Creditors.
- a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.
 - b. Therefore, the party not obligated to pay a joint obligation shall:
 - i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
 - ii. Notify that joint creditor of the current address for each party.

- iii. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

59. Notice to Medical Expense Creditors.

- a. Pursuant to Utah Code Ann. §§15-4-6.7, 30-2-5 and 30-3-5(1)(c), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§30-3-5, 30-4-3, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent under the order.
- b. Therefore, each party shall:
 - i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
 - ii. Notify the particular creditor of the party's current address.

- iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full his or her share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent under the order.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

**NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the Decree of Divorce prepared by Respondent shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of June 2025, I sent by United States mail, a true and correct copy of the forgoing **DECREE OF DIVORCE**, first class postage prepaid thereon, to the following:

MELISSA VEGA BALDERAS
6569 N FIONA ST.
EAGLE MOUNTAIN, UT 84005
Petitioner

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN