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

IN THE MATTER OF THE MARRIAGE OF:	
MARIA FULGENCIA CESPEDES BASAVE,	DECREE OF DIVORCE
Petitioner,	
And	
BRIAN MORA MENDOZA,	Case Number: 264401827
Respondent.	Judge: Christine Johnson Commissioner: Dustin Hardy

The above-entitled matter has been presented to the Court. Petitioner is represented by attorney John S. Larsen. Respondent is represented pro se. Upon Respondent's Default being entered and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND VENUE

- 1. Residence.** The Petitioner is a resident of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.
- 2. Marriage Information.** Maria and Brian were married on March 8, 2017, and are currently married. The parties separated on March 1, 2023.

3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.

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

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. **Minor Children.** There have been two (2) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
B.M.C.	January 2015
D.S.M.C.	July 2020

10. **1Custody.** Maria is awarded the sole legal and physical custody of the minor children.

11. Parent-Time. Brian's parent time should be limited to virtual parent time only until further court order given that he has not seen or attempted to see or speak to the children for over three years. Before Brian may exercise his virtual parent time with the children, he must first address the issue before the court.

12. Parenting and Educational Plan. The parties will adopt the following Parenting and Educational Plan provisions:

- a.** The children will attend school at a location chosen by Maria.
- b.** Maria will make all important decisions for the children without having to consult with Brian. Important decisions include but are not limited to issues related to medical care, education and religion.
- c.** Maria may obtain passports for the children if she so chooses without needing to receive Brian's permission or approval.
- d.** Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- e.** Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;
- f.** Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

13. Divorce Education and Orientation Class. The parties should each complete the Divorce Education and Orientation Class as required by the State of Utah within twenty-eight

(28) days of Brian being served, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

14. Child Support. Maria's gross monthly income is imputed at \$2,500.00. Brian's gross monthly income is imputed at \$5,000.00. Based on the sole custody child support calculation worksheet for two (2) minor children, Brian will pay Maria \$951 per month in child support. Brian's obligation to pay child support will begin on March 1, 2023.

15. Child Care Expenses. In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents, unless the parties mutually agree otherwise in writing.

a. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care 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.

b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the court, a parent incurring child care 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 subsections 'b' and 'c'.

e. If the parties use family and/or friends to provide the child care there will not be a reimbursement from the other party.

16. 2Medical/Dental Expenses. In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

d. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring 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 comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Maria's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Brian's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor 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 minor children.

h. School Registration and Fees. The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be

provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

17. Collection and Billing for Expenses of Minor Children. Pursuant to Utah Code §15-4-6.7, collection and billing pursuant to court or administrative order of child support:

1. When a court enters an order that provides for the payment of medical and dental expenses of a minor child under Section 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order:

- i. at or before the time the provider renders medical or dental services to the minor child shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or
- ii. within 30 days after the day on which the provider renders the medical or dental service, may not:
 - (i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or
 - (ii) make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

2 a. When a court enters an order that provides for the payment of school fees of a minor child under Section 30-3-5 or 30-4-3:

(i) a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

b. A provider may bill a parent for the parent's share of a minor child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

18. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time.

19. Tax Return/Tax Benefits. The parties will file a separate tax return each year and each party will be solely responsible for any tax liability incurred by filing their own individual tax returns. Each party will be awarded their own personal tax refund if obtained. Maria is awarded the child tax credit for both children every year.

INSURANCE

20. Medical/Auto. The parties shall be responsible for their own medical and auto insurance upon entry of the Decree of Divorce herein.

ALIMONY

21. Alimony. Neither party is awarded alimony from the other now or in the future.

ASSETS

22. Marital Home. 4During the marriage, the parties did not acquire a marital home or any other type of real property.

23. Vehicles. Each party is awarded the vehicle(s) currently in his/her possession free and clear of the other party.

a. Each party will be responsible for the debt, maintenance and insurance on the vehicle(s) he/she is awarded, holding the other harmless therefrom.

24. 5Personal Property. The parties acquired personal property during the marriage. Each party is awarded their own personal property and effects. All marital property has been divided. The party currently in possession of any item of marital property shall be awarded the property free and clear of the other party.

25. Bank Accounts. Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party.

26. 6Retirement Accounts. Each party is awarded any and all retirement accounts acquired during the marriage held in their own individual name free and clear from any claim by the other party.

DEBTS

27. The parties do not have marital debt. If an unknown marital debt arises, the party who incurred the debt will be solely responsible for all payments related to the debt and shall hold the other party harmless therein.

a. Joint Accounts. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

c. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

d. Delinquency in Payments. If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

28. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

29. Asset Division/Financial Claims. This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.

30. Mutual Restraining Order. Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from annoying, stalking, harming, harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

31. Former Name. Maria is restored to her maiden name of "Basave."

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

33. Attorney Fees and Costs. Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE
TOP OF THE FIRST PAGE.*