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Attorney for Petitioner, *Jeramiah Timothy Allen*

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

IN THE MATTER OF THE MARRIAGE
OF:

JERAMIAH TIMOTHY ALLEN,

Petitioner,

and

CYNTHIA GRACIELLA TAMAYO,

Respondent.

DECREE OF DIVORCE

Case No.: 264401831

Judge: Denise Porter

Commissioner: Dustin Hardy

This matter comes before the Court pursuant to the Stipulation and Settlement Agreement of the parties. Petitioner Jeramiah Timothy Allen ("Father") was represented by Ron D. Wilkinson and Respondent Cynthia Graciella Tamayo, ("Mother") was represented pro se. Based upon a review of the Agreement, the pleadings and filings of record, the Stipulation of the parties, and the Court having entered its Findings of Fact and Conclusions of Law, and for good cause appearing, the Court hereby ORDERS, ADJUDGES, AND DECREES:

- 1. Divorce.** The parties are, hereby granted, a Decree of Divorce dissolving the bonds of marriage on the grounds of irreconcilable differences.

2. **Children.** There are three (3) minor children born to the parties during the marriage:

Minor Child's Name	Minor Child's Birth Date
L.S.A.	May 2017
Z.A.A.	April 2019
J.A.A.	April 2021

3. **Child Custody.** The parties are awarded joint legal custody of the minor children. Father is awarded sole physical custody of the minor children. Mother is awarded reasonable parent-time as provided in Paragraph 8 of this Decree .

4. **Individual Therapy.** Mother shall participate in individual therapy as recommended by her treating therapist and shall comply with the recommendations of her therapist. Mother shall be solely responsible for the cost of her individual therapy.

5. **Psychological Evaluation.** Mother shall participate in a psychological evaluation, including personality assessments and diagnostic testing for any disorders; a neuropsychiatric evaluation, including testing of cognitive function, such as memory, attention, and executive functioning, as well as testing for anxiety disorders; and a Parenting Capacity Assessment (PCA) or Parental Fitness Evaluation.

6. Mother shall promptly contact Medicaid to determine whether she qualifies for financial assistance with the cost of testing. The parties shall work together concerning payment for the testing and evaluations.

7. Mother shall provide Father with copies of all test results, evaluations, and treatment recommendations from IHC, Wasatch Behavioral, and any other facility that tested, evaluated, or treated Mother's mental health conditions. Father may provide relevant information to any provider conducting testing or an evaluation of, or providing treatment to, Mother.

8. **General and Legal Custody/Parent-Time.** Utah has jurisdiction to make child-custody and parent-time determinations because Utah was the minor children's home state when this proceeding commenced. Custody and parent-time shall be governed by the following provisions:

a. **Transitional Parent-Time.**

- i. For a period of six (6) months, Mother shall exercise supervised parent-time on alternating Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. and shall exercise midweek parent-time every Wednesday from 5:30 p.m. to 8:30 p.m. During this time, Mother shall not exercise overnight parent-time with the children.

- ii. Mother's parent-time shall be supervised by a mutually agreed-upon supervisor who has completed training provided by Sandra Dredge, ACAFS, or another mutually agreed-upon trainer. The maternal grandmother and paternal grandfather are approved as supervisors, provided they complete the required training.
- iii. Father may take the children to church each Sunday, with pickup occurring one hour before services, and shall return the children to Mother within forty-five minutes after the conclusion of church services.
- iv. Mother may begin exercising overnight parent-time only after she has obtained stable employment, established and maintained a stable and appropriate residence for at least three (3) consecutive months, participated in individual therapy as recommended by her therapist, consistently exercised her scheduled parent-time for the preceding six (6) months, and maintained sobriety. If Mother subsequently fails to maintain these requirements, she shall return to transitional parent-time.

b. Regular Rotation. Once Mother has completed all requirements stated in the Transitional Parent-Time provisions, she shall exercise parent-time with the children as follows:

- i. Mother shall have parent-time with the children on alternating weekends from Friday at 5:30 p.m. until Sunday at 8:30 p.m.
- ii. Mother shall have midweek parent-time with the children every Wednesday from 5:30 p.m. until 8:30 p.m.
- iii. Notwithstanding the foregoing, Mother shall not exercise overnight parent-time until she has maintained a stable and appropriate residence for three (3) consecutive months.
- iv. If Mother places the children at risk of physical or emotional harm, she shall return to transitional parent-time as set forth above and complete the requirements set forth therein.

c. Parent-Time Expansion. After one (1) year of Mother consistently satisfying the requirements stated in the Transitional Parent-Time and Regular Rotation provisions, the parties shall return to mediation to review and modify the

custody and parent-time arrangements, with the goal of expanding Mother's parent-time.

9. Summer. Once Mother is exercising regular unsupervised parent-time and is entitled to overnight parent-time, each party is entitled to two weeks of uninterrupted summer parent-time, which may be consecutive.

a. For purposes of designating uninterrupted summer parent-time, both parents shall notify the other parent of any extended parent-time, including two weeks of uninterrupted summer parent-time, or vacation weeks with the children.

b. In odd-numbered years, Mother shall provide notice to Father by May 1, and Father shall provide notice to Mother by May 15.

c. In even-numbered years, Father shall provide notice to Mother by May 1, and Mother shall provide notice to Father by May 15.

d. If a parent fails to provide notice within the time periods described herein, the complying parent may determine the noncomplying parent's summer schedule. If both parents fail to provide timely notice, the first parent to provide notice may determine the other parent's summer schedule.

10. Holidays. Once Mother is exercising regular unsupervised parent-time and is entitled to overnight parent-time, the parties shall

exercise holiday parent-time in accordance with Utah Code § 81-9-302, except that Juneteenth shall not be exercised. Mother is designated as the noncustodial parent for purposes of holiday allocation. Holiday parent-time shall take precedence over the regular and summer parent-time rotations.

- a. Holiday periods shall include any "snow" days, teacher development days, or other days when school is not scheduled that are contiguous to the holiday period and shall take precedence over weekend parent-time.
- b. Holiday periods shall interrupt and occur "over and in place of" the regular parent-time schedule. Once a holiday period ends, the parties shall continue the regular parent-time schedule as if uninterrupted.
- c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school that day.
- d. A parent exercising parent-time for a child's birthday may bring the child's siblings.

<u>HOLIDAY AND TIME</u>	<u>FATHER</u>	<u>MOTHER</u>
Martin Luther King Jr. Day: (1) Holiday begins: (a) at the time school is dismissed for Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m., at the	Odd Years	Even Years

election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Martin Luther King Jr. Day.		
President's Day: (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes	Even Years	Odd Years
Spring Break: (1) Holiday begins: (a) at the time school is dismissed for Spring Break; or (b) 5:30 p.m. on the day school is dismissed for Spring Break, at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day: (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day (1) Holiday begins at 5:30 p.m. the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	None	Even and Odd Years
Father's Day (1) Holiday begins at 5:30 p.m. the day before Father's Day.	Even and Odd Years	None

(2) Holiday ends on Father's Day at 8:30 p.m.		
Fourth of July/Independence Day: (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd Years	Even Years
July 24th/Pioneer Day: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even Years	Odd Years
Labor Day: (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd Years	Even Years
Fall Break: (1) Holiday begins: (a) at the time that school is dismissed for Fall Break; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on Fall Break.	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 3 p.m. if there is no school; or (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving:	Even Years	Odd Years

(1) Holiday begins at: (a) the time school is regularly dismissed for Thanksgiving; or (b) at 5:30 p.m. on the day that school dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Winter Break (First Half) (1) Holiday begins at: (a) the time school is dismissed for Winter Break; or (b) 5:30 p.m. on the day school is dismissed for Winter Break, at the election of the parent granted the holiday. (2) Holiday ends on December 27 at 8:30 p.m.	Odd Years	Even Years
Winter Break (Second Half) (1) Holiday begins on December 27 at 8:30 p.m. (2) Holiday ends upon delivering the child to school on the day school resumes or at 8:30 p.m. on the day before school resumes if school is not in session.	Even Years	Odd Years
Day of Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	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.	Odd Years	Even Years

Holiday parent-time with the minor children shall not include Veterans Day, Juneteenth, or Columbus Day.

11. Precedence of Parent-Time. Changes shall not be made to the parent-time schedule except by written agreement of the parties or further order of the Court. If a conflict arises, the following order of precedence shall apply:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children away from that parent's residence during the uninterrupted extended parent-time;
- c. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays;
- d. Extended parent-time; and
- e. The schedule for weekday or weekend parent-time. As determined by the Special Master, a parent exercising parent-time for a minor child's birthday may bring the child's siblings.

12. Parenting Plan. The advisory guidelines found in Utah Code § 81-9-202 are, hereby, adopted as their parenting plan, in addition to the following provisions: The parties shall make reasonable efforts to be effective co-parents, support each other in their parental roles, and support the teaching of values to the parties' minor children.

13. Joint Decision-Making. Each parent may make day-to-day decisions during that parent's individual parent-time. The parties shall consult with

each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with relevant professionals to assist in making a decision. If they remain unable to reach an agreement, Father shall have tentative final decision-making authority, subject to Mother's right to seek Court intervention.

14. Medical Emergency. The parent caring for the children shall immediately notify the other parent of any medical emergency involving a minor child.

15. Each parent shall be listed as "parent" and "emergency contact" at the children's school (if applicable), doctor's office, dentist's office, and any other similar location/provider, but it is each parent's individual responsibility to acquire such access.

16. Discipline. Each parent shall use age-appropriate and reasonable methods of discipline that are appropriate to the child's age, developmental needs, and circumstances. Neither parent shall use corporal punishment, physical punishment, or any form of discipline intended to cause physical pain or injury to a child. Discipline shall be administered in a calm, appropriate, and non-abusive manner and shall be directed toward teaching appropriate behavior rather than causing fear, humiliation, or harm.

17. Sharing Information. Each party is entitled to directly access the children's medical, church, education, counseling, and other records. The

parties shall share information with one another regarding the children's school, church, extracurricular and other activities, medical care, counseling, and any other significant information. Each parent shall have direct access to all medical, dental, and optical records of the minor children. Unless the parties agree otherwise, the children shall continue to see their current physicians, dentists, and other health care providers.

18. Contact Information. The parties shall immediately notify each other of any change in address or telephone number.

19. Romantic Partners/Roommates. Neither party shall introduce the minor children to a romantic partner unless the relationship has been ongoing and exclusive for at least six (6) consecutive months. Neither party shall exercise parent-time with the minor children in the presence of a romantic partner unless the party and romantic partner are legally married. Additionally, if either party resides with an individual who is not a biological or adoptive relative of the minor children, that party shall provide the individual's name to the other party.

20. First Right of Refusal. Parental care is presumed to be better than surrogate care. Once Mother is exercising regular unsupervised parent-time and is entitled to overnight parent-time, each parent shall have the first option to provide care for the minor children over any third party (i.e., surrogate care) if the parent responsible for the minor children will be unavailable for six (6) hours or longer during parent-time and the other

parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time and (2) provide direct parental care. This provision relates solely to a parent's absence from the residence and shall not be construed to prevent the minor children from having sleepovers with friends or family.

21. Religious Upbringing. The parties shall be supportive of the children's decisions to participate in church attendance, activities, callings, and ordinances consistent with the teachings of The Church of Jesus Christ of Latter-day Saints. Father shall be permitted to perform ordinances for the minor children associated with The Church of Jesus Christ of Latter-day Saints, including baptisms and priesthood ordinances, so long as he is deemed worthy by his ecclesiastical leaders. The minor children's baptisms and related religious ordinances shall occur at the appropriate and projected age consistent with the parties' religious tradition and the children's developmental milestones, unless otherwise mutually agreed upon in writing by the parties.

22. Transportation. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, stepparent, or extended relative may transport a child to an appointment or activity as needed; however, the maternal grandfather may not drive the children. Otherwise, all exchanges shall be curbside, with the receiving parent providing transportation.

Curbside shall mean that the receiving parent remains within arm's length of the vehicle and the delivering parent remains within arm's length of the entrance to the residence. Any individual transporting the children shall have a valid driver's license.

23. Relocation. If either party intends to relocate one hundred fifty (150) miles or more from the residence of the other parent, the relocating party shall strictly comply with Utah Code § 81-9-209, including providing timely written notice containing the information required by statute. The parties shall cooperate in good faith to address any necessary modifications to custody or parent-time consistent with the statute and the best interests of the minor children.

24. Family Functions. Special consideration shall be given by each party to make the parties' minor children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or either party that may inadvertently conflict with the parent-time schedule. When such an accommodation is made, the parent benefiting from the accommodation shall work in good faith to provide makeup parent-time to the accommodating party.

25. Communication. The parties shall communicate primarily through OurFamilyWizard (OFW) or another agreed-upon communication platform. The parties shall communicate by email or text message only in

the event of a time-sensitive matter or legitimate emergency and until the parent-communication application is established. All communications between the parties shall remain civil, respectful, and related to the children. Name-calling, derogatory remarks, or hostile communications are not civil communication. Each party shall be responsible for the cost of that party's own OFW account. Each party shall upgrade that party's account to include the ToneMeter feature at the request of either party.

26. Parent-Time Calendar. The parties shall use the parent-time calendar feature in OurFamilyWizard (OFW) or another agreed-upon communication platform to maintain and document the minor children's parent-time schedule. Each parent shall be responsible for keeping the calendar current and accurately reflecting all scheduled parent-time, exchanges, holidays, vacations, and agreed-upon changes to the parent-time schedule. Any changes to the parent-time schedule agreed upon by the parties shall be promptly documented in the OFW calendar. Neither party shall schedule activities directly with the children that conflict with the other party's parent-time without first obtaining the other parent's written consent.

27. Virtual Communication. The children may contact either parent at any reasonable time. Neither parent shall restrict or interfere with the children's reasonable efforts to communicate with the other parent. Each parent may contact the children at reasonable times, including on

Mondays, Wednesdays, and Fridays before bedtime, provided that the contact does not interfere with the children's activities, school, bedtime, or the other parent's scheduled parent-time.

28. Media. Both parents shall take adequate safety measures in their homes regarding the children's electronic and internet access. The children shall be exposed only to age-appropriate media, including movies, audio, television, and video games.

29. Travel. In accordance with Utah Code § 81-9-202(19), each party shall provide the other party with an itinerary and contact information before traveling overnight with the children. The following information shall be provided to the other parent at least 24 hours before departure:

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

30. Activities. It is in the best interests of the minor children to develop and establish peer relationships through age-appropriate activities. The parent-time schedule shall take the minor children's age-appropriate activities into account. The parties shall support the minor children in their

extracurricular, school, religious, social, and community activities, including ensuring that they attend these activities during parent-time.

31. Children's Events. The parents shall notify each other of events involving the children, such as school activities, church events, sporting events, and graduations, so each party has the option of attending when possible. For any event that is not posted online, each party shall notify the other within 24 hours after receiving notice of any significant school, social, sports, or community function in which the children are participating or being honored. Both parties are entitled to attend and participate fully.

32. Education Plan. The minor children shall continue to attend Westmore Elementary School in Orem and schools within the Alpine School District, including the applicable feeder schools, consistent with the children's educational progression. The children shall remain enrolled in these schools unless the parties otherwise agree in writing. Neither party shall enroll a minor child in a different school without the other party's prior written agreement.

33.Each parent shall have direct access to school emails, teachers, websites, online tools, parent-teacher conferences, and calendars.

34.Each parent shall provide the other parent with the parent's current address, telephone number, email address, and other virtual parent-time access information within 24 hours after any change.

35. Each parent shall be responsible for assisting the children with homework and assignments during that parent's parent-time.

36. Unless otherwise agreed by both parents, neither parent shall remove the children from school during regular school hours without a school-excused absence. School-excused absences shall include those recognized by the school as valid reasons for missing school, including medical appointments and illness, in which case the other parent shall be notified immediately. Each parent shall ensure that the children arrive at school on time during that parent's parent-time.

37. **Drug Testing.** Either party may request that the other party submit to drug testing when the requesting party has a legitimate and reasonable basis to suspect that the other party is using or abusing illegal drugs or controlled substances. The requested drug test shall be completed within twenty-four (24) hours after the request at a mutually agreed-upon testing facility or other qualified testing provider.

38. The party requesting the testing shall be responsible for the cost of the test.

39. If a drug test produces a positive result, the tested party's parent-time with the minor children is suspended immediately and shall remain suspended until the tested party has completed three (3) consecutive drug tests with negative results, with at least seven (7) days between each test. The tested party shall be responsible for the cost of all

testing required to establish three (3) consecutive negative results following a positive test.

40. Mutual Restraining Order. Both parties shall support the other party's role as a parent. Neither parent shall attempt to alienate the children from the other parent. Both parents have an affirmative duty to co-parent the children in a manner that promotes the children's best interests.

41. Both parties are, hereby, restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children; questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent; or allowing any other person to do so.

42. Both parties are, hereby, mutually restrained from harassing, intimidating, threatening, assaulting, or otherwise disturbing the peace of the other party. The parties shall not engage in conduct intended to annoy, alarm, or cause emotional distress to the other party, including excessive or abusive communications.

43. Both parties are, hereby, restrained from entering the other party's residence without prior written agreement.

44. The parties shall conduct themselves in a civil and respectful manner toward one another and shall avoid direct contact except as

reasonably necessary to effectuate the terms of the Decree or as otherwise agreed by the parties in writing. This restriction shall include avoiding unreasonable contact between a parent and the children during the other parent's parent-time.

45. Both parties are hereby mutually restrained from posting negative or derogatory comments about the other party on any social media platform.

46. Both parties are hereby restrained from using the other party's likeness, image, or credit for any purpose.

47. **Controlled Substances.** The parties are, hereby, restrained from consuming illegal or non-prescribed drugs. The parties are restrained from consuming nicotine, alcohol, marijuana, or any other intoxicating or impairing substance while the minor children are in their care or within twenty-four (24) hours before exercising parent-time with the minor children. The parties are also restrained from allowing the minor children to be in the presence of any person whom either party suspects or has reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

48. Both parties are, hereby, restrained from allowing third parties to engage in conduct in front of the children that the parties themselves are prohibited from engaging in under this section. Each party has an

affirmative duty to use that party's best efforts to prevent such conduct by third parties or to remove the children from those circumstances.

49. Child Support. Child support is calculated in accordance with Utah Code § 81-6-107 et seq. Mother's gross monthly income shall be imputed at \$1,257, and Father's gross monthly income shall be \$3,750. Mother shall pay Father child support in the amount of \$189 per month beginning September 21, 2026. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit, Venmo, or another agreed-upon payment platform.

50. Income Withholding. If the party obligated to pay child support becomes more than 30 days delinquent, the other party is entitled to collect child support through income withholding in accordance with Utah Code § 81-6-202(10)(f) and Title 26B, Chapter 9.

51. Reduction When a Child Becomes 18. In accordance with Utah Code § 81-6-213, when a child reaches 18 years of age, graduates from high school during the child's normal and expected year of graduation, or otherwise qualifies for an adjustment under the statute, whichever occurs later, the base child support award shall automatically be reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children for whom child support is due. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

52. Reduction for Extended Parent-Time. In accordance with Utah Code § 81-6-216, the base child support award shall be:

a. Reduced by fifty percent (50%) for the time periods during which a child is with the noncustodial parent by order of the Court or written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time.

b. Reduced by twenty-five percent (25%) for the time periods during which a child is with the noncustodial parent by order of the Court or written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.

c. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of extended parent-time. The per-child amount to which the abatement applies shall be calculated by dividing the base child support award by the number of children included in the award.

53. Tax Benefits. All child-related tax benefits are hereby awarded to Father until Mother has maintained full-time employment for six (6) months in a calendar year. Once Mother has maintained full-time employment for six (6) months in a calendar year, the parties may claim the children for tax purposes each year as outlined below. A party obligated to pay child support may not claim a child for tax purposes in any year if that party is not current on child support as of the last day of the tax year. If a

party will not benefit from claiming the child-related tax benefits in a particular year, the benefits shall be awarded to the other party for that year.

54. When three (3) children may be claimed for tax purposes, one party shall claim two children, and the other party shall claim one child in alternating tax years. Mother shall claim L.S.A. every tax year and J.A.A. in even-numbered tax years. Father shall claim Z.A.A. every tax year and J.A.A. in odd-numbered tax years.

55. When two (2) children may be claimed for tax purposes, each party shall claim one child each tax year. Mother shall claim Z.A.A. in even-numbered tax years and J.A.A. in odd-numbered tax years. Father shall claim Z.A.A. in odd-numbered tax years and J.A.A. in even-numbered tax years.

56. When only one (1) child may be claimed for tax purposes, the parties shall alternate claiming the remaining child each tax year. Mother shall claim J.A.A. in odd-numbered tax years, and Father shall claim J.A.A. in even-numbered tax years.

Tax Year	Mom			Dad		
2026	L.S.A.				Z.A.A.	J.A.A.
2027	L.S.A.		J.A.A.		Z.A.A.	

2028	L.S.A.				Z.A.A.	J.A.A.
2029	L.S.A.		J.A.A.		Z.A.A.	
2030	L.S.A.				Z.A.A.	J.A.A.
2031	L.S.A.		J.A.A.		Z.A.A.	
2032	L.S.A.				Z.A.A.	J.A.A.
2033	L.S.A.		J.A.A.		Z.A.A.	
2034	L.S.A.				Z.A.A.	J.A.A.
2035	L.S.A.		J.A.A.		Z.A.A.	
2036		Z.A.A.				J.A.A.
2037			J.A.A.		Z.A.A.	
2038						J.A.A.
2039			J.A.A.			

57. Childcare Expenses. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with Utah Code § 81-6-209.

58. Each parent shall begin paying that parent's share of childcare expenses monthly upon presentation of proof of the childcare expense, less any amounts previously paid.

59. The parent who incurs childcare expenses 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 request of the other parent. The parent shall notify the other parent of any change of

childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. 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 these provisions.

60. Care provided by family members shall be presumed to be provided at no cost. Neither party is entitled to reimbursement for care provided by family members.

61. Medical Expenses. Pursuant to Utah Code § 81-6-208, both parents shall provide and maintain health care coverage for the minor children if medical and dental coverage is or becomes available to either parent at a reasonable cost and is accessible to the children. Father is currently providing health care coverage through Medicaid.

62. Health Insurance Premiums. Each parent shall equally share the out-of-pocket cost of any premium actually paid for the children's portion of health insurance. The children's portion shall be calculated as a per capita share of the premium actually paid by dividing the premium by the number of persons covered under the policy and multiplying the result by the number of children in this case. The party paying the health insurance premium shall receive credit for the other parent's portion pursuant to Utah Code § 81-6-208.

63. Double Coverage. If the children are covered under both parents' insurance policies, neither party shall be required to reimburse the other for any portion of the other party's insurance premium.

64. Verification of Coverage. The parent responsible for maintaining insurance shall provide verification of coverage to the other parent upon the children's initial enrollment and thereafter on or before January 2 of each calendar year if the coverage or provider has changed. The parent shall notify the other parent of any change in insurance carrier, premium, or benefits within 30 calendar days after the date the parent first knew or should have known of the change.

65. Uninsured Medical/Dental Expenses. Each parent shall equally share all reasonable and necessary uninsured medical, dental, orthodontic, vision, counseling, prescription, deductible, and copayment expenses incurred for the dependent children and actually paid by either parent. If neither party is able to obtain medical or dental insurance for the children at a reasonable cost, each party shall be responsible for one-half of all reasonable and necessary medical and dental expenses for the minor children.

66. Reimbursement for Expenses. The parent who incurs a medical or dental expense shall provide the other parent with written verification of the expense and payment within 30 days after payment. The

other parent shall remit reimbursement within 30 days after receiving the verification.

67. Division of Accounts. Pursuant to Utah Code § 15-4-6.7, the parties may elect that medical or dental expenses be divided by the service provider into two separate accounts for payment, one for each parent, as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical or dental services. 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 that parent's share of the medical and dental expenses required under the order; make a negative credit report under Utah Code § 70C-7-107; or report that parent's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding the share paid in full by that parent.

68. Alimony. Each party is fully capable of self-support. Neither party is awarded alimony. Each party's waiver of the right to receive alimony from the other party now or in the future is accepted and hereby, incorporated into this Decree.

69. Real Property. The parties have not acquired any real property during the course of the marriage.

70. Retirement. Neither party has acquired any retirement or pension accounts during the course of the marriage.

71. Business Interest. Father is awarded all interest in Miahworks, LLC, as his sole and exclusive property, free and clear of any claim by Mother. Mother waives all claims she may have against Miahworks, LLC. Father shall be responsible for all debts associated with Miahworks, LLC, and any other business interests he may have.

72. Financial Accounts. Father is awarded the personal checking account and business checking account with Chase Bank as his sole and exclusive property. The parties shall cooperate in good faith to remove Mother's name from the accounts and complete any documentation required by Chase Bank to transfer ownership and control of the accounts to Father.

73. Personal Property. Each party is awarded all personal property in that party's possession, except as otherwise provided below:

ITEM:	AWARDED TO:
2005 Chevrolet Tahoe	Father (see the Personal Property provisions)
T.V.	Father
2013 Chrysler Town and Country	Mother (see the Personal Property provisions)
T.V. Bedroom	Mother
Gray Couch	Mother
Dining Room Table	Mother
Kitchen Utensils, Dishes, Pots & Pans,	½ Each
Air Fryer	Father
Instant Pot/Rice Cooker	Mother
House Décor (Glass Vases)	Mother
Vango Wall Hangings	Mother
Copies of the Children's Documents (birth certificate, SS cards, and copies of the last three (3) years of tax returns)	Mother
Lawn Mower	Mother

Robi Edger	Mother
Robi Weed-Wacker	Mother
Microwave	Mother

74. Father is, hereby, awarded the 2005 Chevrolet Tahoe, which is currently in his possession and titled in his name.

75. Mother is, hereby, awarded the 2013 Chrysler Town & Country, which is currently in her possession. Father shall transfer title to Mother within seven (7) days. Mother shall maintain insurance on the Chrysler Town & Country and shall be responsible for any debts incurred as a result of her use or possession of the vehicle. Mother shall indemnify and hold Father harmless from any debts she incurs while the vehicle is in her possession.

76. The parties shall cooperate in good faith to facilitate the transfer of all personal property and belongings awarded to each party. Each party shall make reasonable arrangements with the other party to complete the transfer in a timely manner.

77. **Debts.** Each party shall be solely responsible for all debts and liabilities incurred in that party's individual name.

78. Each party shall indemnify and hold the other party harmless from any liability associated with a debt assumed by that party.

79. Each party shall be responsible for that party's own debts acquired since the date of separation.

80. Documents. Both parties shall sign and deliver all documents necessary to implement the Agreement and this Decree.

81. Divorce Classes. Each party shall complete the Divorce Education and Divorce Orientation classes within fifteen (15) days after the date of the parties' Agreement. Mother shall provide Father's counsel with copies of her certificates of completion.

82. Maiden Name. Mother shall be permitted to resume using her maiden name, Cynthia Graciela Tamayo, if she chooses.

83. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation before filing an action with the Court, other than an enforcement action.

84. Attorney's Fees and Costs. Each party shall pay that party's own attorney's fees and costs.

**THE COURT'S ELECTRONIC SIGNATURE APPEARS AT THE TOP OF
THE FIRST PAGE.**

Approved as to form by:

DATED:

/s/
Cynthia Graciella Tamayo, *Respondent*
**Permission to e-sign given via email on _____.*

RULE 7 NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the forgoing document will be submitted to the Judge for signature seven (7) days after service upon you. Your objections if any, must be filed with the Court within seven (7) days after service.

DATED: August 26, 2026

/s/* Ron D. Wilkinson
Ron D. Wilkinson, *Attorney for*
Petitioner

CERTIFICATE OF SERVICE

I, hereby, certify that on August 26, 2026, I caused a true and correct copy of the foregoing Decree of Divorce to be served on the following via email:

Respondent:
Cynthia Graciella Tamayo
Cinnie.allen@gmail.com

/s/Kate Dalton
Kate Dalton, *Paralegal to Ron D.*
Wilkinson