The Order of the Court is stated below:
Dated: October 07, 2026 09:33:39 PM **/s/** KASEY L WRIGHT District Court Judge

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

In the Matter of the Marriage of JULIO CESAR SALINAS RINCAN *Petitioner*, and MARIA MAGDALENA SALINAS, *Respondent*.	**DECREE OF DIVORCE** Case No: 264400903 Judge: Kasey Wright Commissioner: Marian Ito

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

PARTIES, JURISDICTION & GROUNDS

1. Cesar is a resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. Parties were married on January 17th, 2016, in Orem, Utah County, UT, and are currently married.

3. Parties shall be awarded a Decree of Divorce on the basis of irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILD

4. The parties share one minor child born of the marriage, to wit: A.A.S.S. born September 2016. No other children are expected.

5. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:

a. Utah is the home state of the minor child. The minor child has resided in Salt Lake County, State of Utah for more than six (6) months prior to the filing of this action.

b. Neither party has information of any custody or parentage proceeding concerning the minor child in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' child is involved.

CHILD CUSTODY & PARENT-TIME

6. It is in the best interests of the minor child that the parties be granted Joint Legal Custody of the minor child.

7. It is in the best interests of the minor child that the parties be granted Joint Physical Custody of the minor child.

8. Parties shall exercise parent-time as the parties agree, or pursuant to Utah Code Ann. §81-9-305, if the parties cannot agree. Parties have agreed that they will exercise parent-time on a week on/week off basis with the exchange of the child occurring on Monday after school during the school year, and Sunday at 8:30 p.m. during the Summer school break.

9. Summer Extended Parent-Time: Cesar and Maria shall receive up to two (2) weeks of uninterrupted extended parent time when school is not in session, which does not include holidays. Parties agree that the regular Parent-Time schedule shall be adjusted after the Summer Extended Parent-Time so that the total duration does not extend more than two (2) weeks, unless otherwise agreed upon in writing.

10. Holiday Parent-Time: The holidays shall be allocated as the parties agree. The priority of parent time, and in accordance with state statute, holiday's trump parent time (including extended summer parent time) and summer parent time trumps regular parent time. If the parties cannot agree, Cesar shall be designated as the custodial parent for holiday purposes and time shall be allocated pursuant to the holiday parent-time provision in Utah Code Ann. §81-9-302.

11. Relocation: If either party relocates more than 30 miles from the minor child's school, Utah Code Ann. §81-9-209, shall apply. In addition, the parties are subject to the notification requirements of that statute, as well as a best interest of the child determination, should either party request that the child relocate with them.

PARENTING PLAN

12. The parties shall be cordial and polite during parent-time exchanges. The parties shall share transportation for parent-time purposes, with drop off and pickups at school or curb side, if not in school. The parent commencing their parent-time is responsible for picking up the child from school or the other parties' home at the commencement on their parent-time. To the extent the minor child has access to a vehicle, and she agrees to do so, then he may provide her own transportation for parent-time.

13. The parties shall also prepare the child, both mentally and physically, for each parent-time exchange by having the child packed and ready to leave on time, and by encouraging the child to spend time with the other party.

14. Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the child is done and completed during their parent time.

15. Cesar’s home shall be designated as primary for the purpose of determining which school the child shall attend.

16. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

17. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

18. Both parents shall immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.

19. Both parents shall have access directly to all the child’s school reports, church records, medical and dental records and shall be notified immediately by the other parent in the event of a medical emergency. Both parties shall include the other as the child’s parent when enrolling the child in a service, activity, or completing forms relating to the above subject matter.

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

21. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The minor child shall be able to contact the parents at any time.

22. The parties shall continue to use the minor child's current medical provider, and shall continue to follow the providers recommended specialists, when needed.

23. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling so that each party may be able to attend the appointment if possible.

24. The minor child shall continue to attend their current school, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

25. The child shall be able to attend any religious services with the respective parent on their parent time.

26. Both parents shall provide notification of extended parent-time or vacation weeks with the minor child by May 1 each year, with Cesar having first choice of extended time in odd numbered years, and Maria having first choice of extended time in even numbered years. If notification is not provided timely, the first choice parent shall waive his/her right to select extended parent time first, allowing the other parent first choice to select extended parent time for that summer, however, shall not deem as a waiver of extended parent time.

27. Travel: When the minor child travels with either parent overnight, all of the following shall be provided to the other parent:

a. An itinerary of travel dates;

b. Destination, including lodging plans; and

c. Place(s) where the minor child or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

28. Passports: Parties may travel with the minor child, both for domestic and foreign travel, as long as the conditions found in Paragraph 33 are complied with as outlined. The parties will work together in obtaining and renewing the child's passport and share the costs equally. Maria shall be the keeper of the child's passport and will make it available to the other parent upon request and compliance with Paragraph 33.

29. Decision Making and Dispute Resolution Process: Each parent shall make day-to-day decisions regarding the minor child while the child is in that parent's care. The parties shall jointly make all major decisions affecting the health, education, religious upbringing, and general welfare of the minor child and shall make a good faith effort to reach an agreement on such decisions.

30. If the parties are unable to reach an agreement regarding a major decision concerning the minor child, they shall use the following dispute resolution process:

a. The parties shall first discuss the matter directly and in good faith in an effort to resolve the disagreement.

b. If the parties remain unable to reach an agreement, they shall consult with an appropriate qualified professional or expert in the relevant field, if one is reasonably available.

c. If the dispute remains unresolved, Maria will make the decision subject to Cesar's objection. If Cesar is to object, he must declare his objection in writing within 3 business days of the decision being made. Maria will not make a unilateral decision without a mutual agreement. If Cesar objects, the parties will participate in mediation. Mediation must be scheduled within 14 days of the objection being made. If Cesar does not object, Maria's decision will stand.

d. If the parties are still unable to resolve the dispute after completing the foregoing steps, either party may file an appropriate motion with the Court requesting that the Court resolve the disputed issue.

CHILD SUPPORT

31. Cesar is employed and has historically worked an extra part time job. For purposes of child support calculations, Cesar is imputed income of $5,000 per month.

32. Maria is voluntarily unemployed and is able to work. Pursuant to statute, Maria shall be imputed income of $1,267 or minimum wages for full time employment.

33. Based upon the Joint Physical Custody Worksheet and Uniform Child Support Guidelines, Cesar shall pay $235 per month in child support.

a. Child support shall begin the month immediately following the entry of the parties' *Decree of Divorce* and shall be paid one-half (1/2) on the fifth (5th) day of each month and one-half (1/2) on the 20th day of each month.

b. Child support shall continue until the minor child reaches eighteen (18) years of age or has graduated from high school during the child's normal and

expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. The parties shall be entitled to mandatory income withholding relief, pursuant to Utah Code Ann. §26B-9 parts 2 and 3. Any Federal and/or State tax refunds or rebates due to Maria may be intercepted and applied to arrearages. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Maria.

d. Both parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

e. Absent a material and substantial change in circumstances, child support will be recalculated pursuant to the same custody worksheets used herein.

MEDICAL AND DENTAL EXPENSES

34. Parties shall share equally the cost of the medical insurance premiums and medical expenses incurred on behalf of the minor child, pursuant to the following:

a. 1Each party shall pay for one half of the out-of-pocket costs of the premium actually paid by Cesar for the child's portion of insurance.

b. 2Each party shall equally pay for all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent minor child and actually paid by the parents.

c. If at any point in time, the dependent minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Cesar

shall be primary coverage for the dependent minor child and the health, hospital, or dental insurance plan of Maria shall be secondary coverage for the dependent minor child.

d. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

CHILD CARE EXPENSES

35. It is not anticipated that childcare will be required. In the event that childcare is required, the parties shall equally share the cost of word related child care pursuant to Utah Code Ann. §81-6-209.

TAX EXPEMPTION

36. Parties shall share the child tax credit, or dependency exemption (as the term is used and changes from time to time per the Internal Revenue Code "IRC") and shall be allowed to each claim said exemption every other year. Maria shall be entitled to claim the minor child for the tax years of 2026 and 2027. Thereafter, Cesar shall claim the minor child in even numbered tax years and Maria shall claim the child in odd numbered tax years.

EXTRACURRICULAR ACTIVITIES & SCHOOL EXPENSES

37. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from

the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

38. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.). The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

PERSONAL PROPERTY

39. During the course of the marriage relationship, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion or as agreed upon by the parties.

VEHICLES

40. Cesar is entitled to the 2003 Toyota Tacoma, free and clear of any claims by Maria. Maria is entitled to the 2011 Subaru Impreza, free and clear of any claims by Cesar. Maria's vehicle has a loan, which Cesar has been paying on a monthly basis. Cesar will continue to make the monthly payment until the vehicle has been paid off in full. At that time, Cesar will cooperate with Maria so that the vehicle may be titled in her own name. Each shall be responsible for their own registration, insurance, and maintenance for the vehicle that they are awarded.

REAL PROPERTY

41. During the course of the marriage, Cesar purchased a home located at 583 W 1150 S, Provo, UT 84601. Cesar acquired the property in his name only and used separate personal funds for the purchase. Cesar shall be awarded the home as his sole and exclusive property, free and clear of any claims by Maria. Cesar shall be responsible to pay any loans, mortgage, or liens on the home, property tax, insurance, and upkeep. Cesar shall hold Maria fully indemnified.

42. Cesar shall make a one time property payment of $20,000. With this payment, it resolves all financial matters between the parties. Maria shall have 15 days in which to move from the home once she has received the payment.

FINANCIAL ACCOUNTS

43. Each party has his/her own personal checking and savings account, and no division of accounts is required. Each party shall be entitled to the accounts in their own name. If there are any accounts that have both parties' names on them, the parties will work together to remove the other party from the account.

RETIREMENT

44. Neither party has a retirement account and a division is not required.

DEBTS AND OBLIGATIONS

45. The parties do not have any marital debts and a division is not required.

46. Parties shall be responsible for any debts that they have in their own names.

47. Cesar will pay for the vehicle loan, in its entirety for Maria's vehicle, as outlined above in Paragraph 46.

ALIMONY

48. Parties are each able to financially provide for themselves. Parties forever waive any claim to alimony.

RESTRAINING ORDERS

49. Both parties shall be restrained from threatening, harassing, bothering or harming the other party at their respective homes or future place of employment.

50. Both parties shall be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

51. The parties shall not make disparaging remarks to one another or to their minor child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing or threatening the other party.

52. The people in the respective households and the parties shall not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.

53. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their child to deliver messages.

NAME CHANGE

54. Maria shall be restored to her maiden name of Sanchez Preciado.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: September 3rd, 2026

/s/ Juan Gutierrez
JUAN GUTIERREZ
Attorney for Maria Magdalena Salinas
Respondent

**Electronically signed by Joanie K. Low with permission of Juan Gutierrez*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 3rd day of September 2026 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

JUAN GUTIERREZ
Attorney for Maria Magdalena Salinas
Respondent

JR LAW GROUP, PLLC

/s/ Joanie K. Low

Joanie K. Low
Attorney for Julio Cesar Salinas

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of September 2026, I caused a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to be served on each of the following by the method indicated below:

E-FILE:

JUAN GUTIERREZ
Attorney for Maria Magdalena Salinas
Respondent

JR LAW GROUP, PLLC

/s / *Owen Kendall*

_____

OWEN KENDALL

Paralegal for JR Law Group