The Order of the Court is stated below:
Dated: October 21, 2026 04:12:40 PM
/s/ JARED ELDRIDGE
District Court Judge

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If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

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

IN THE MATTER OF THE MARRIAGE OF KATHY LOU LIZO, Petitioner, And MARCELO LIZO, Respondent.	**DECREE OF DIVORCE** Case Number: 264300108 Judge: Jared Eldredge Commissioner: Marian Ito

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 parties are residents 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. Kathy and Marcelo were married on September 22, 2004, and are currently married. The parties separated on February 4, 2026.

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 is hereby 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 child has lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor child'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 child.

8. Child Support Jurisdiction. This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§78B-12-102 et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. Minor Child. The parties have three minor children but only one child is still a minor as follows:

Minor Child's Initials	Month & Year of Birth
G.D.L.	November 2015

10. 1**Custody**. Marcelo has relocated to the Philippines and as such, Kathy shall be awarded the sole legal and physical custody of the minor child subject to Marcelo's parent time as stated herein.

11. Parent-Time. Marcelo's parent-time shall be as the parties agree. If the parties are unable to agree, Marcelo shall have parent time with the child in the State of Utah only. Marcelo's parent time with the child shall occur one day each week for up to eight (8) hours at a public location. Kathy may supervise Marcelo's parent time if she so chooses.

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

a. The child shall attend school in Kathy's school district.

b. The parties shall shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;

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

d. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor child. The parent with the minor child in his/her care will not interfere with the virtual parent-time;

e. The parties agree that they will not put the minor child in the middle of their disputes;

f. The parties will not discuss with the minor child or in the minor child's presence adult

issues, including the parties' legal proceedings or financial related issues of the parties;

g. The minor child will not be used as messengers between the parents;

h. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

i. The parties will not ask the child to keep secrets from the other parent;

j. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

k. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor child'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 child;

l. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

13. Divorce Education and Orientation Class. The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within 28 days of the Petition being filed, 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. Kathy's gross monthly income is $3,700.00. Marcelo's gross monthly income is $6,380.00, based on his 2025 W2. Based on the sole custody child support calculation worksheet for one (1) minor child, Marcelo shall pay Kathy $654.00 each month for the use and benefit of the minor child beginning March 1, 2026.

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’.

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

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor child 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 child 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 child'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 child, the parent may receive credit against the base child support award or recover the other parent's share of the minor child'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 child, 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 child, 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 shall 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 child are covered by the health, hospital, or dental insurance plans of both parents, Kathy's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor child and Marcelo's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor child 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 child.

h. School Registration and Fees. The parties shall equally divide all reasonable and necessary school registration and school fees for the minor child. 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 Child. 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:

a. 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

b. 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 shall equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the minor child 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 child 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 child 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**. Beginning with the 2025 tax year, the parties shall file their own individual tax returns and will be personally liable for any tax debt that may be incurred and will be personally awarded any tax refund that may be obtained. Kathy shall be awarded the child tax credit on her personal tax returns each year.

MEDICAL/AUTO INSURANCE

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

ALIMONY

21. Given the disparity in the party's incomes, Marcelo shall pay Kathy $2,500.00 each month in alimony for a period of time equal to the length of the marriage beginning March 1, 2026. Alimony will cease upon the expiration of the stated time period, Kathy's remarriage or Kathy's cohabitation as defined by law, whichever occurs first.

ASSETS

22. **Real Property**. 4During the marriage, the parties did not acquire real property.

23. **Vehicles**. The parties acquired vehicles during the marriage, each party shall be awarded the vehicle currently in his/her possession.

a. The parties will cooperate in signing the title(s) on the vehicle(s) the other party is awarded within 30 days from the date of the decree.

b. 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. 5**Personal Property**. The parties acquired personal property during the marriage. Each party shall be awarded their items of personal property and effects and any item of personal

property acquired after the parties separated. All items of marital property are awarded to the party currently in possession of the item.

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. 6**Retirement Accounts**. There are no retirement accounts to be divided.

DEBTS

27. The parties acquired debts during the marriage. Each party shall be solely responsible for any and all debts listed or taken out in his/her individual name and shall hold the other party harmless therein. All debts related to the children shall be divided equally between the parties.

a. Joint Accounts. Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of the Stipulation.

b. Other Debts. Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

c.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.

d. 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.

e.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. With the exception of enforcement issues, the parties shall attend mediation concurrently with filing a Petition to Modify. Each party shall pay one-half of the mediation fees.

29. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of the Decree.

30. Mutual Restraining Order. Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor child about one another or in the minor child'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 child 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**. Kathy shall be restored to her former name of Kathy Botal, shall she so desire.

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

33. **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.

34. **Execution of Final Documents**. A final Decree of Divorce shall be entered reflecting the terms of this Petition. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

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