Jennifer Lynn Jaca
Name
1948 e 1050 s
Address
Spanish Fork, Utah 84660
City, State, Zip
801-822-3654
Phone
sunshinesweet@me.com
Email

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT, 84606

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264402548 Case Number Kraig Powell Judge Marian Ito Commissioner (domestic cases)
Jennifer Lynn Jaca (name of Petitioner) and Mariano Jaca-Carrada (name of Respondent) Other parties (if any)	

The court decrees:

Divorce

1. Jennifer Lynn Jaca is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Jennifer Lynn Jaca. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Jennifer Lynn Jaca** and **Mariano Jaca-Carrada** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

RJJ born 02/2011

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.
Child: **RJJ born 02/2011**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Mar 20, 2009**
Address: **1948 e 1050 s, Spanish Fork, Utah 84660 United States**
(1).
Caretaker at this address: **Jennifer Jaca and Mariano Jaca-Carrada**
Caretaker current address: **1948 e 1050 s, Spanish Fork, Utah 84660 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Jennifer Lynn Jaca** and **Mariano Jaca-Carrada**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Jennifer Lynn Jaca** and **Mariano Jaca-Carrada** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Jennifer Lynn Jaca** and **Mariano Jaca-Carrada**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Jennifer Lynn Jaca** be awarded Sole Physical custody. **Mariano Jaca-Carrada** should have parent-time at reasonable times and places. **Jennifer Lynn Jaca** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The parents will follow a custom parent-time schedule:

   a. **Mariano and Jennifer currently reside together and Ruby lives with them. They will continue to live together after the divorce, but have been living in separate parts of the house for the last seven years. They will continue to live together until Ruby graduates from high school.**

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Mariano Jaca-Carrada	Jennifer Lynn Jaca
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' 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 upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.	Odd years	Even years

Holiday	Period	Mariano Jaca-Carrada	Jennifer Lynn Jaca
	(2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
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: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Mariano Jaca-Carrada is the mother or other parent designated Mother's Day in the order.	All years if Jennifer Lynn Jaca is the mother or other parent designated Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Mariano Jaca-Carrada is the father or other parent designated Father's Day in the order.	All years if Jennifer Lynn Jaca is the father or other parent designated Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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
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 upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	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. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at:	Even years	Odd years

Holiday	Period	Mariano Jaca-Carrada	Jennifer Lynn Jaca
	(a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Jennifer Lynn Jaca**'s home residence.

14. Jennifer Lynn Jaca and Mariano Jaca-Carrada has authority to check the children out of school. Jennifer Lynn Jaca and Mariano Jaca-Carrada has access to the children during school. If the parents cannot agree, education decisions will be made by Jennifer Lynn Jaca.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **7** days, the parent arranging the travel will notify the other parent at least **21** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **21** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

22. Other terms about child care: **She is old enough to not need a care provider, but if she needs one we have family.**

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and

ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

25. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved.**

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Jennifer Lynn Jaca) (Utah Code 81-6-203)

29. **Jennifer Lynn Jaca's** gross monthly income for child support purposes is **$4467. Jennifer Lynn Jaca** base child support amount using the **sole** custody calculation is **$490. Jennifer Lynn Jaca** receives the following gross monthly income:

a. **Jennifer Lynn Jaca** is employed at **Jule's Travel Center. Jennifer Lynn Jaca** earns **$3466.67** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. **Jennifer Lynn Jaca** has the following income from any of these sources:

Source: Business income, Monthly amount: $1,000.00

30. The adjusted gross monthly income for **Jennifer Lynn Jaca** is **$4467.**

Income: Respondent (Mariano Jaca-Carrada) (Utah Code 81-6-203)

31. **Mariano Jaca-Carrada's** gross monthly income for child support purposes is **$4333. Mariano Jaca-Carrada's** base child support amount using the **sole** custody calculation is **$471. Mariano Jaca-Carrada** receives the following gross monthly income:

a. **Mariano Jaca-Carrada** is employed at **Advanced Restoration. Mariano Jaca-Carrada** earns **$4333.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

32. The adjusted gross monthly income for **Mariano Jaca-Carrada** is **$4333.**

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

33. It is in the best interest of the children that **Mariano Jaca-Carrada** be ordered to pay child support to **Jennifer Lynn Jaca** as follows:

a.**$471.00** per month base support. This amount complies with the Utah Child Support Act.

34. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

35. The **sole** custody worksheet was used to calculate child support.

Jennifer Lynn Jaca's base child support amount is **$490** per month.

Mariano Jaca-Carrada's base child support amount is **$471** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

36. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child

who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

37. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

38. Child support will be paid as follows:

We will decide what is needed for Ruby.

39. The issue of past-due child support may be decided by future court or administrative action.

40. **Jennifer Lynn Jaca** will pay any ORS fees. If **Jennifer Lynn Jaca** is the ORS applicant and the fees are withheld from payments to **Jennifer Lynn Jaca**, **Mariano Jaca-Carrada** will reimburse **Jennifer Lynn Jaca**.

41. The parties must notify each other of any change in their income as follows:

When the changes are known about.

42. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

43. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

44. The Office of Recovery Services (https://ors.utah.gov/) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

45. **Mariano Jaca-Carrada** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

46. The parties must provide health care coverage for the medical expenses of the dependent children. Heath care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

47. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Jennifer Lynn Jaca's** insurance will be primary coverage.
- **Mariano Jaca-Carrada's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Jennifer Lynn Jaca's** spouse's insurance will be primary coverage.
- **Mariano Jaca-Carrada's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

48. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Whatever is needed we will share.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

49. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

51. Vehicles will be divided as follows:

a.
Year: **1989**
Make: **Oldsmobile**
Model: **ninety-eight**
VIN: **1g3cw54c3k1317524**
Owner (before divorce): **Mariano Jaca or Jennifer Jaca**
Current value: **$500.00**
Amounts Estimated: **yes**

Basis of Estimation: **life experience**
Ownership After Divorce: **Son Elijah Drives this car and we can transfer to him.**
Loan: **N/A**

b.
Year: **2012**
Make: **ford**
Model: **f150**
VIN: **1ftfw1et4cfc84705**
Owner (before divorce): **Mariano Jaca**
Current value: **$10,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **life experience**
Ownership After Divorce: **Mariano Jaca-Carrada**
Loan: **N/A**

c.
Year: **2002**
Make: **Toyota**
Model: **Sequoia**
VIN: **5tdzt34a22s121678**
Owner (before divorce): **Olyvia Jaca or Mariano Jaca**
Current value: **$4,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **life experience**
Ownership After Divorce: **Olyvia is the owner of the car, Mariano was a co-signer**
Loan: **N/A**

d.
Year: **2006**
Make: **toyota**
Model: **sienna**
VIN: **5tdza23c06s536670**
Owner (before divorce): **Mariano Jaca or Jennifer Jaca**
Current value: **$3,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **life experience**
Ownership After Divorce: **Jennifer Lynn Jaca**

Loan: **N/A**

Bank and credit union accounts

52. Bank and credit union accounts will be divided as follows:

a.
Account Number: **3840**
Account Type: **checking**
Institution Name: **Zion's Bank**
Address: **190 N Main St, Spanish Fork UT 84660**
Date Opened: **N/A**
Balance (US Dollars): **$500.00**
Estimated: **yes**
Estimation basis: **money goes in and out regularly**
Owner: **Jennifer Lynn Jaca and Mariano Jaca-Carrada**
Co-Owner(s): **N/A**
Divide as follows: **Mariano and Jennifer will decide on distribution, monies will still be comingled because things like phone service, car and health insurance will still be joint until the house sells and they no longer share a residence.**

Stock, bond, securities, or money market fund accounts

53. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.
Account Number: **none**
Account Type: **Coinbase wallet**
Instituition Name: **Coinbase**
Address: **app online**
Date Opened: **N/A**
Balance (US Dollars): **$980.00**
Estimated: **yes**
Estimation basis: **rates change all day long**
Owner: **Jennifer Lynn Jaca**
Co-Owner(s): **N/A**
Divide as follows: **Jennifer Will Maintain control, but willing to share if there is a big rise in value or cash out.**

Debts

54. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

55. The parties acquired the following real property during the marriage:

a.
Description: **Main residence**
Address: **1948 e 1050 s, Spanish Fork, utah, Utah 84660 United States**
Tax ID: **UTU-XH3Y64TM**
Legal Description: **Single Family Home where we have lived since 2009.**
Date property acquired: **Mar 20, 2009**
Names on title: **Mariano Jaca Carrada Louise J Peterson (deceased) Jennifer L Jaca**
Original cost: **$309,000**
Current value: **$600,000.00**
Property values estimated: **yes**
Estimation basis for property value: **zillow**
Disposal: **We will prepare the house to be sold and divide the profit equally after paying back money borrowed to help stop a forclosure sale and ALL other debts that we jointly share. Debts that we have accrued separately without the other person we will each be responsible to pay for with our portions of the monies from the sale of the house.**

i.
Creditor: **N/A**
Names on mortgage: **Mariano Jaca-Carrada Louise J Peterson**
Date mortgage acquired: **Nov 1, 2023**
Mortgage balance: **$352,093.15**
Monthly payment: **$2,299.00**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **We are planning to sell the house and divide the equity equally after paying any joint debts. Jennifer Lynn Jaca will provide a copy of the divorce decree to the lender.**

Alimony

56. Neither party will pay alimony.

Retirement money

57. The parties do not need a court order about retirement money.

Additional provisions

58. The parties will adhere to the following additional provisions:

a.

Additional Provision: **Parties will continue to maintain good relations, parent all children, and associate through unifications such as insurance, phone services and other family responsibilities. The only difference is they will just not continue to be married . Both parties have been living in the same house but not in the same bedroom and no marital relations for more than 7 years. If any monies are unaccounted for and need to be shared or divided, both parties agree to share anything that should be divided or shared.**

Duty to sign documents

59. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

October 26, 2026
Date

Signature ▶ BY Craig Powell
STAMP USED AT DIRECTION OF JUDGE

ORIGINAL IF IN RED INK · STATE OF UTAH · FOURTH DIST. COURT · UTAH COUNTY ·

Judge Craig Powell

Date

Signature ▶

Commissioner

Approved as to Form.

Other Party Signature ▶

Other Party

Name Mariano Jaca-Carrada

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.
Name: **Mariano Jaca-Carrada**
Method of service: **Hand Delivery**
Address: **1948 e 1050 s, Spanish Fork UT 84660**
Date of Service: **Sep 28, 2026**

Signature

09/28/2026 ▶ Jennifer Jaca

Date

Printed Name Jennifer Jaca