



BRITTANY R. BROWN #12636 of
RICHARDS & BROWN P.C.
Attorney for Lisa Vallejo
938 University Park Boulevard, Suite 140
Clearfield, Utah 84015
Telephone: (801) 773-2080
Fax: (801) 773-5078
brittany@richardsbrownlaw.com

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of: LISA VALLEJO, Petitioner, and LUIS OMAR VALLEJO, Respondent.	DECREE OF DIVORCE Case No. 264700268 Judge: Direda Commissioner: Winkler
--	---

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) JURISDICTION:** That Lisa was for more than three (3) months prior to filing this action an actual and bona fide resident of Davis County, State of Utah.
- 2)** Lisa and Luis were married on the 7th day of July, 2018, in Salt Lake City, Utah.
- 3) GROUNDS:** During the course of the marriage, the parties have experienced differences which cannot be reconciled that make continuation of the marriage impossible.

- 4) That as a result of the aforesaid facts, the parties were separated January 17, 2026.
- 5) **CUSTODY & SUPPORT:** There are two (2) children born as issue of this marriage under the age of 18 to wit; Z.V. dob 02/12/2019 and H.V. dob 08/18/2020.
- 6) Lisa and Luis are awarded joint legal custody of the minor children. The parties shall discuss all major issues regarding the children with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. child's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties shall mediate sharing the cost. If no agreement at mediation, Lisa shall have 14-days to write up a plan of action detailing what decision is being made and what action will be taken. Luis will then have 14-days to object with the Court if he disagrees with the written plan.
- 7) The party that takes the children to appointments shall contact the other party by telephone or video so that both parties will be able to attend appointments if not able to physically be there.
- 8) Lisa and Luis are awarded joint physical custody with Lisa's residence designated as the children's primary residence. The parties will work together to determine the best parent-time with the parents following the attached schedule unless otherwise agreed upon in writing:
- a. For overnights to occur for both parents, they shall be trained on the child's current medical injection and follows the medication and doctor's recommendations and provide proof of having proper sleeping accommodations for the children. Both parents are current on the training.

- b. Week 1: Lisa will have the children Sunday, Monday, Tuesday, Wednesday, Friday, and Saturday overnight. Luis will have the children Thursday overnight to begin afterschool/summer care or 9:00 a.m. and end Friday at the time of school or 9:00 a.m.
- c. Week 2: Lisa will have the children Sunday, Monday, Tuesday, and Wednesday overnight. Luis will have the children Thursday beginning after school/summer care or 9:00 a.m., Friday and Saturday overnight until 5:00 p.m. on Sunday.
- d. Exchanges will be at school or if no school is in session, the parent may begin parent-time at 9:00 a.m. The receiving parent shall provide transportation. Exchanges shall be curbside and if any equipment is needed to be exchanged the parent with the equipment will bring it to the curb with the receiving parent placing the equipment in their own vehicle.
- e. Midweek care after school Monday through Friday. If Lisa is working, Lisa will take the children to school or sitter before she goes to work. If there is no school or for a holiday awarded to Lisa the children will stay with Lisa that day. On regular work days, Luis will pick the children up at 1:00 or 3:00 p.m. directly from school or the sitter. Lisa will have the children at 5:00 p.m. or earlier upon getting off work. If Luis is working during his parent-time, Lisa will provide care to the children during the time Luis is at work if she is free from work.
- f. During the school year the parties will rent a second g-tube pump each splitting the cost of the rental so that both parents have a pump at their home.

During the summer, the parties will exchange just one pump through the sitter or at exchanges.

g. If Luis forfeits his overnight Lisa is not required to exchange nights with Luis.

h. If Luis forfeits an overnight night due to mandatory overtime, he shall provide proof that the overtime was mandatory on that specific day. Once proof of mandatory overtime has been exchanged, the parties will work together to find another time for Luis to have makeup overnight parent-time with Lisa selecting the day considering Luis' work schedule. This provision will not apply to voluntary overtime.

i. The parties will be flexible with one another for special events and special circumstances. The parties shall each be awarded two weeks of uninterrupted summer parent-time with the children. Lisa shall have preference and will select weeks by May 1 in odd years and Luis preference and select by May 1 in even years. The other party will select their two weeks by May 15. A parent who does not select their summer parent-time by the designated date will have no preference and the selecting parent will determine the others weeks of summer parent-time. Neither to have more than 14 consecutive overnights with the children. Summer election will begin 2027 for 2026 each parent will take 1 week of uninterrupted parent-time with Luis electing within 3 days and Lisa within 7 days of signing.

9) The parties shall exercise holidays as listed in the modified holiday order below.

The holidays shall be treated as normal days unless listed herein:

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
July 4th	Luis	Lisa	(1) Begins July 3rd at 5 p.m. (2) Ends July 5th at 10 a.m.
Thanksgiving	Lisa	Luis	(1) Begins Wednesday at 5 p.m. (2) Ends 5:00 p.m. on Friday the day following the holiday.
Christmas	Lisa	Luis	(1) Begins 1:00 p.m. on 12/24 (2) Ends Dec. 26 at 5 p.m.
New Years	Luis	Lisa	(1) Begins 1:00 p.m. 12/31 (2) Ends 5:00 p.m. on New years day/1/1.
Children's Birthday	Both	Both	Both parents will see the children each year. If no agreement on times, the party not exercising parent time will have each year from 1 to 5 p.m. the other party the remaining time.
Father's Day	Luis	Luis	(1) Begins 10 a.m. (2) Ends 5 p.m.
Mother's Day	Lisa	Lisa	(1) Begins 10 a.m. (2) Ends 5 p.m.
Lisa's Birthday	Lisa	Lisa	(1) Begins 6/2 at 5 p.m. (2) Ends 10 a.m. 6/4
Luis' Birthday	Luis	Luis	(1) Begins 6/4 at 10 a.m. (2) Ends 5 p.m. on 6/5

10) The parties shall incorporate the following parenting plan:

PARENTING PLAN

11) The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.

12) The parties realize that both of them are important to the children; that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

13) The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving

special consideration to make the children available for funerals, weddings, or significant events.

14) As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

15) The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the children.

16) The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.

17) The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

18) Each parent is entitled to the peaceful enjoyment of their designated parent-time without interruption or interference from the other parent. Except in emergencies, neither parent shall contact the other parent to request unscheduled visitation, time, or contact during the other parent's designated weekend or holiday time other than a brief phone call that is less than 15 minutes. During Lisa's awarded weekend parent-time Luis will not be entitled to visits during the weekend time.

RESIDENTIAL PLAN

19) The parent with the children during their parent time will ensure that the children arrive to school on time, are picked up on time and that they complete any and all assigned homework. The parents will discuss the children's homework and school

activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences and IEP meetings.

20) While the children are with a parent, that parent shall provide the children with:

(1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children.

That parent will also ensure that they will not engage in unlawful drug use, sexually explicit activities, violence, or disrespect for law and order. A parent that is impaired or unable to properly care for the children may result in additional orders.

21) Each parent may make decisions regarding the day-to-day care and control of the children while the children are in the physical custody of that parent.

22) If either parent is going out of state with the children, that parent shall provide to the other the address and telephone number of where the children will be prior to travel taking place.

23) The children shall be allowed reasonable telephone contact but not to unreasonably interfere with the other's parent-time. If no agreement, this shall be one call for 15 minutes before bed.

24) The parties shall provide 60 days' notice prior to any move out of state and 10 days' notice any in state relocation.

25) Both parents will continue to follow doctor's orders.

26) The parents will not introduce the children to a romantic interest until they have

been in an exclusive relationship for more than six months. Neither parent shall have an overnight guest of a romantic interest while caring for the children until the children have been introduced and twelve months in an exclusive relationship.

SHARING OF INFORMATION

27) The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent. The parties will continue to work together to facetime or speaker phone the other party for any medical appointments so both may be available or participate.

28) The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.

29) The parents will notify the other parent of illnesses the children may have when they are at the individual homes.

30) The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.

31) The parents agree to communicate with each other any concerns regarding the wishes of the children in regards to parent-time and work together to do what is in the best interest of the children, in order to minimize any undue stress on the children.

32) The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the

communication they have with the children.

33) The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children disparage or degrade the other parent in the presence of the children or allow third parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

34) The parents agree that all major decisions concerning the children including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their children's best interests.

35) The parties will agree to meet and discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who may be of assistance. The parties may conduct a telephone discussion if it is not possible for them to meet.

36) If the parents cannot mutually agree as to a major decision, and a dispute arises the parties shall follow the steps laid out in the legal custody paragraph. Parents will respond to requests from the other parent within 48 hours.

37) This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

******End parenting plan.**

38) CHILD SUPPORT: Luis is currently employed and earns \$7,200 gross per month from his full-time position and overtime.

39) Lisa is currently employed and earns \$6,047 gross per month from her full-time position.

40) Child support shall be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor child of the parties based on a joint custody worksheet with Luis having 145 overnights and Lisa 220 overnights. The amount of child support provided per Code is \$732 per month to be paid by Luis to Lisa. Child support shall begin as of August 1, 2026 and continue until the children graduate high school with their expected high school class or turn 18, whichever is later.

41) The parties shall jointly and equally be responsible for any extra-curricular activities for the children which are agreed upon in writing.

42) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses. The parties will split insurance upon the children reaching driving age.

43) The parties will each provide clothing for the children while they are in their own care.

44) CHILD CARE: Luis shall continue to care for the children, afterschool/summer breaks/school breaks while Lisa is working until Lisa is free from work and able to be with the children. The parties shall equally split any daycare expenses incurred for child care for work related care if neither parent is able to care for the children. Lisa may

provide care for the children prior to paid or surrogate care if Luis is working and Lisa is free from work.

45) MEDICAL: The minor children are currently covered on Luis's medical and dental insurance and Luis shall continue to cover the children on his insurance. The parties shall equally pay the children's share of the medical, dental, and vision insurance premiums on a pro-rata basis. In the event Lisa obtains health insurance for the children and both parents have coverage the parties shall each pay their own premium costs with the children being double covered with Luis' insurance as primary and Lisa's as secondary.

46) Each parent is to pay for one-half ($\frac{1}{2}$) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

47) 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. The other parent is ordered to make their portion of those payments or make

arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

48) Neither parent shall contract for or incur any obligation for elective surgery for the child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the child shall be split 50/50 by the parties.

49) If an agreement cannot be reached, then before any (other than emergency) medical, or psychological counseling be done as a co-obligation, the matter shall be brought back before the court.

50) TAXES: For purpose of taxes, the parties shall each claim one child. Lisa shall claim the child Hazel each year and Luis shall claim the child Zane each year. Upon only Hazel remaining a minor child, Lisa will claim Hazel the first year and Luis the second year, if applicable. Luis's right to claim the child is dependent upon being current on child support by December 31 of the claiming year. If Lisa believes Luis is not current, she shall notify him by December 10 of the year to give him the opportunity to get current.

51) REAL PROPERTY: The parties have real property located at 41 W. Diamond Street in Layton, Utah. Lisa purchased this home prior to the party's marriage and has never co-mingled the asset. This home is awarded to Lisa as her sole and separate asset free and clear of claims of Luis.

52) RETIREMENT: The parties shall each be awarded their own retirement, if any, free and clear of claims of the other party.

53) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage which shall be equally divided. The parties have three vehicles. Specifically, Luis shall take the Honda CRV free and clear of claims of Lisa, the 2001 Dodge Ram, cargo box, big speaker, paint sprayer, laptop, drone, cameras and his personal items. Lisa shall take the minivan along with the associated debt free and clear of claims of Luis, all furniture and household items not specifically awarded to Luis herein, tools, lawnmower, Christmas decorations, washer and dryer, refrigerator, TVs, her gun, printed family pictures, ipad, and her personal items.

54) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

55) DEBTS: During the course of the marriage the parties incurred a small amount joint debt.

56) Each party will take 100% of the debt in their own name and hold the other harmless as of July 13, 2026 this includes Luis paying any medical debt for the children prior to July 13, 2026. Any medical debt owed for the children will be split per the medical provisions herein for any medical debt incurred for the children July 13, 2026 forward.

57) Any debts incurred after the date of filing shall be the responsibility of the party incurring the debt.

58) ALIMONY: No alimony is awarded to either party past, present, or future.

59) OTHER: Lisa shall have her maiden name of LaChere restored at her election.

- 60) The parties shall be civil in all communications.
- 61) Neither parent shall harass, abuse, stalk, or cause alarm to the other party or allow a third party to do what they themselves have been restrained from doing.
- 62) Neither party will go to the others home or place of employment without express written permission. The parents may do curbside exchanges.
- 63) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.
- 64) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.
- 65) The parties will pay their own attorney fees and court costs.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/: Keith Backman

Signed by Brittany R. Brown with permission of Keith Backman

KEITH BACKMAN

Attorney for

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Lisa Vallejo, will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 21st day of August 2026

/s/: Brittany R. Brown

Brittany R. Brown

Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

KEITH BACKMAN

Attorney for LUIS VALLEJO

kbackman@utahattorneys.com

Dated this 21st day of August 2026

/s/: Kari Kulak

Kari Kulak

Paralegal