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FILED
OCT 15 2026
SECOND
DISTRICT COURT

Petitioner pro se

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY STATE OF UTAH FARMINGTON DEPARTMENT

In the matter of the marriage of **VICTORIA JOAN CABRERA WARE,** Petitioner, and **IRAD YAIR CABRERA TORRES,** Respondent.	**DECREE OF DIVORCE** Case Number 264700531 Judge Ronald Russell Commissioner Julie Winkler

THE ABOVE CAPTIONED MATTER having come before the Court in support of the Amended Stipulation and Settlement Agreement, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and, for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code 81-4-406(5)-(6).

2. **CHILDREN.** Victoria and Yair are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 81-5-102 *et seq.*

Child's Name	***Birth Date***
Luana Kailani Cabrera	September 7, 2019
Dakari Flynn Cabrera	May 22, 2022

3. **CUSTODY.** It is in the children's best interests that the parents be awarded joint legal and physical custody, pursuant to Utah Code 81-9-303 and the Parenting Plan herein. Pursuant to Utah Code Ann. 81-9-203 *et seq.*, the following parenting plan is proposed by the parties and the parties verify that this Parenting Plan is being filed in good faith.

PARENTING PLAN

Joint Legal Custody

4. The parents shall share joint legal custody of the children. The parents shall discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing, as set forth herein.

5. The parents shall exchange information concerning the health, education, and welfare of the children.

6. **Day to Day Decisions.** Day to day decisions regarding the care, control and discipline of the parties' children shall be made by the parent with whom the children are residing at the time. Either parent may make emergency decisions regarding 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.

7. **Major Decisions**. The parties shall confer and work together in good faith to reach joint decisions regarding major decisions pertaining to the health, education, and religion of the child. Should a dispute arise relating to major decisions, the parties shall adhere to the following dispute resolution procedure:

a. Notice. The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

b. Information. The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

c. Discussion. The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

d. Consultation. If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party, such as a counselor.

e. Mediation. If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

f. Presumptive Decision Making. Victoria shall have the presumptive final decision-making authority.

g. Court Review. Either party shall have the right to challenge any such decision by way of court review to determine whether the decision is contrary to the best interests of the minor children.

h. No Undue Delay. Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

8. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

9. **Education.**

a. The children are currently being homeschooled by Victoria and shall continue to be homeschooled, so long as Victoria remains able and willing to homeschool them.

b. Victoria shall have final decision-making authority for education-related decisions, including the authority to select homeschooling over public or private school enrollment, as well as the exclusive authority to choose the curriculum, methodology, and schedule for homeschooling.

c. Should Victoria elect to stop homeschooling, Victoria shall have authority to enroll the children in a public/charter school of her choice. Both parties shall agree in writing prior to enrolling the children in private school.

d. If Yair raises concerns about the children's education, he has the right to request the children be evaluated by a mutually agreed upon professional homeschool

evaluator up to two (2) times per school year, at Yair's sole expense. Yair may not demand that the children take standardized tests or that the children be put into traditional school unless there are findings of education neglect, or at the recommendation of the professional homeschool evaluator.

e. Both parties shall have authority to check the children out of school.

f. Both parents shall have access to the children during school.

Parent-time Provisions

10. The parties are awarded joint physical custody of the children, pursuant to Utah Code 81-9-303, with Victoria exercising primary custody with 220 overnights per year and Yair exercising 145 overnights per year, as set forth herein.

11. Parent-time with the children shall be at reasonable times and places, as the parties may agree. Due to the current homeschooling of the children, the parties have been exercising a "long weekend schedule" as follows:

Mon	***Tues***	***Wed***	***Thurs***	***Fri***	***Sat***	***Sun***
Victoria	Victoria	Victoria	Victoria	Yair	Yair	Yair

a. Victoria would have the children beginning Monday morning with pick-up from Yair before work and continuing until Friday afternoon. Yair shall pick-up the children on Friday afternoon after work and have the children until Monday morning when Victoria picks them up.

12. If the parties do not both agree to continue the "long weekend" schedule above as the children get older and Victoria desires to exercise some weekend parent-time

with the children outside of school, either party may elect to move to the following 6-4 schedule, the parties' reasonable rights of parent-time shall be defined as follows:

	Mon	***Tues***	***Wed***	***Thurs***	***Fri***	***Sat***	***Sun***
Week 1	Victoria	Victoria	Victoria	Victoria	Victoria	Victoria	Yair
Week 2	Yair	Yair	Yair	Victoria	Victoria	Victoria	Victoria
Week 3	Victoria	Victoria	Yair	Yair	Yair	Yair	Victoria
Week 4	Victoria	Victoria	Victoria	Victoria	Victoria	Yair	Yair
Week 5	Yair	Yair	Victoria	Victoria	Victoria	Victoria	Victoria
Week 6	Victoria	Yair	Yair	Yair	Yair	Victoria	Victoria
Week 7	Victoria	Victoria	Victoria	Victoria	Yair	Yair	Yair
Week 8	Yair	Victoria	Victoria	Victoria	Victoria	Victoria	Victoria
Week 9	Yair	Yair	Yair	Yair	Victoria	Victoria	Victoria

a. For the 6-4 Schedule, the children shall be with Victoria for a 6-day period and then with Yair for a 4-day period. This shall alternate the weekend days so that each parent enjoys weekend time with the children.

13. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

14. **Parent-time Exchanges.** The parties shall each be responsible for one-half of the transportation for parent-time exchanges with the receiving parent picking up the children at the start of his or her parent-time, unless otherwise agreed in writing by the parties.

15. **Extended Parent-time**.

a. At Yair's election, Yair shall be entitled to up to four weeks of parent-time with the minor children when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

b. For the four (4) weeks of extended parent-time for Yair:

i. two (2) weeks shall be uninterrupted parent-time; and,

ii. two (2) weeks may be interrupted by Victoria for a weekday visit on the same day on which Yair is granted weekday parent-time (Wednesdays).

c. Victoria is entitled to uninterrupted parent-time with the minor children for two (2) weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

d. Extended parent-time described herein shall be consecutive, except that the four weeks of extended parent-time for Yair may be divided into two (2) 14-day separate periods that are not consecutive.

16. **Notification of Extended Parent-time.** Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break, as set forth herein.

a. In odd-numbered years, Yair shall make his designation for extended parent-time by May 1st. Victoria shall make her designation by May 15th.

b. In even-numbered years, Victoria shall make her designation for extended parent-time by May 1st. Yair shall make his designation by May 15th.

c. If a parent fails to provide notification within the time period herein, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

e. If Victoria intends to interrupt Yair's interrupted parent-time, she shall provide notification to Yair of the intent to interrupt parent-time within 10 days after the day on which Victoria receives notification of Yair's plans for the exercise of interrupted extended parent-time.

17. **Holidays**. The children shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code 81-9-303 with the changes noted herein, with Victoria acting as the custodial parent and Yair acting as the non-custodial parent, as set forth herein.

Holiday	***Holiday Time Period***	***Odd Years***	***Even Years***
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) 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 child to school on the day that school resumes.	Father	Mother
President's Day	(1) Holiday begins at: (a) the time that school is dismissed for Presidents' Day; or (c) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Mother	Father

Holiday	*Holiday Time Period*	*Odd Years*	*Even 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. (2) Holiday ends upon delivering the child to school on the day that school resumes.	Father	Mother
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (c) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the 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.	Mother	Father
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.	Mother	Mother
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.	Father	Father
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 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.	Mother	Father

Holiday	***Holiday Time Period***	***Odd Years***	***Even 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.	Father	Mother
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 child to school on the day that school resumes.	Father	Mother
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 child to school on the day that school resumes.	Father	Mother
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.	Mother	Father
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or, (b) 5:30 p.m. on the day that school dismissed 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.	Mother	Father

Holiday	*Holiday Time Period*	*Odd Years*	*Even Years*
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.	Father	Mother
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.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

a. If the children are homeschooled, the parties shall follow the school calendar for the school district in which Victoria is located to determine the dates for holiday parent-time herein.

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

Communication

19. The parents shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is

participating or being honored, and both parents shall be entitled to attend and participate fully.

20. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and each parent shall be notified immediately by the other parent in the event of a medical emergency.

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

22. **Co-Parenting Communication.** The parties shall communicate directly with each other about all co-parenting matters, such as parenting concerns, schedule changes, etc. The children shall not be used to deliver messages between the parties. All changes to the parent-time schedule shall be communicated directly between the parents in order to effectuate any change. All co-parenting communication shall be responded to as soon as reasonably possible after receipt, not to exceed 48 hours. All communication shall be civil and courteous and free from demeaning, degrading, offensive, and/or insulting language.

23. **Virtual Parent-time.** During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the children in the form of mail privileges and virtual parent-time if the equipment is reasonably available. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the children, each parent's ability to handle any

additional expenses for virtual parent-time; and any other factors the court considers material.

24. **Communication Restrictions.** Unless otherwise agreed in writing by the parties, neither parent shall permit the children to have any contact or communication with Alexander C. Ware, the children's maternal grandfather. This restriction shall be extended to Alexander C. Ware's brothers, Christopher Elliot Ware and Anthony Weston Ware ("the uncles"), unless Victoria specifically agrees to the uncles seeing the children *and* Victoria is present. Both parties shall have an affirmative duty to notify the other party of any attempts by Alexander C. Ware or the uncles to contact the children either directly or through others so that steps may be taken to prevent further contact or communication. Both parties have an affirmative duty to prevent any other third parties to allow the children to have contact with Alexander C. Ware or the uncles.

Travel Provisions

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

26. **Travel with Children.** For emergency purposes, whenever the children travel for a period of more than three (3) days, all of the following shall be provided to the other parent at least seven (7) days in advance of travel:

a. an itinerary of travel dates;

b. destinations;

c. places where the children or traveling parent can be reached; and

d. the name and telephone number of an available third person who would be knowledgeable of the children's location.

27. **International Travel**. Parents may travel with the children internationally with the written consent of the other parent or with a court order. The following shall apply to all international travel:

a. Victoria shall be entitled to hold and safeguard the children's passports and shall deliver them to Yair, when needed for international travel.

b. A request for consent to allow international travel, projected itinerary, and contact information shall be given to the non-traveling parent at least 90 days prior to the departure date, unless such notice is impossible, in which case notice shall be given as soon as the projected departure date is known.

c. The children shall not travel out of the country without a parent or mutually agreed-upon trusted adult until the children are at least fourteen (14) years of age. This provision shall also apply to children's travel related to an international relocation by a parent.

Child Care

28. Parental care shall be presumed to be better care for the children than surrogate care and the court shall encourage the parties to cooperate in allowing the available parent, if willing and able to transport the children, to provide the childcare.

29. **Right of First Refusal.** Each parent shall have the first option to provide care of the children over any other third party if the parent responsible for the children is not available overnight during their custodial parent-time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the children when the parent is available and in town shall not trigger the right of first refusal. Each parent shall have an affirmative duty to notify the other parent of any overnight parent-time when he or she is unavailable to provide care for the children as soon as the conflict is known. Upon receiving notice, the parent being offered the right of first refusal shall respond whether they intend to exercise the right of first refusal within twenty-four (24) hours of notice being received. If a parent fails to accept or decline the invitation for right of first refusal parent-time within twenty-four (24) hours, or declines to exercise their right of first refusal, right of first refusal is forfeited and the parent needing care may make surrogate care arrangements for the children.

30. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

31. Surrogate care provided by family members shall be presumed free of charge and not eligible for reimbursement from the other parent.

Miscellaneous

32. **Miscellaneous Children's Expenses.**

a. School Expenses. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, school lunches, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. 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.

b. Extracurricular Activities. Each party is 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 children 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.

33. **Relocation.** If either party moves more than 150 miles from the other party, the parties shall be bound by the relocation provisions of Utah Code 81-9-209. If Yair relocates internationally, Yair shall be entitled to parent-time with the minor children pursuant to Utah Code 81-9-209 and shall be solely responsible for all travel expenses for the minor children to exercise parent-time, including summer parent-time.

34. **Mutual Respect.** Both parents shall observe and promote mutual respect for each other as co-parents.

a. Neither parent shall maliciously insult or denigrate the other or the important friends and family in each other's lives either through social media potentially available to the children, or to third parties within the hearing of the children.

b. Neither parent shall knowingly allow others to insult or denigrate the other within hearing of the children.

c. Each parent shall strive at all times to be kind, courteous, and respectful in all communications with each other, and to encourage the children to love and accept the other parent.

d. Neither parent shall threaten or harass the other at any time or under any circumstance.

e. Neither parent shall question or interview the children to get information about the other parent but shall allow the children to freely share information as they choose.

f. Neither parent shall discuss custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

35. **Future Relationships.**

a. Neither parent shall introduce the children to a romantic or sexual partner until such time as the parent has been exclusively dating the individual for a period of at least three (3) months. Such introduction shall not take place during special occasions, such as birthdays or holidays.

b. Neither party shall have overnight guests of the opposite sex while the children are in their care until they have been in a committed relationship with the new individual for a period of at least six (6) months.

c. After a new romantic interest has been introduced to the children, the other parent shall be notified of the identity of the individual and shall be permitted to request a background check on the individual, at the requesting parent's expense.

d. The children shall not be left in the care of the new partner until such time as the partner has been disclosed to both the children and the other parent, and a background check has been completed on the new partner. Any acts of domestic violence, child abuse, violent crimes or substance abuse charges shall preclude the individual from being left alone with the minor children.

36. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

37. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

38. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

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

40. This parenting plan is filed by the parties in good faith and the parties believe the plan is in the best interest of the parties' children.

41. The parties understand that pursuant to Utah Code Ann. 81-9-205 and §35A-3-1 *et seq*. selecting a joint physical custody arrangement may result in denial of state cash assistance for either party and the parties' children through the TANF/FEP program.

End of Parenting Plan

CHILD SUPPORT PROVISIONS

42. **MOTHER'S INCOME.** Pursuant to Utah Code 81-6-203, Mother's total countable gross income for child support purposes is approximately $1,257.00 per month. Mother is not currently employed. Income is being imputed to her at full-time minimum wage.

43. **FATHER'S INCOME.** Pursuant to Utah Code 81-6-203, Father's total countable gross income for child support purposes is approximately $6,240.00 per month. Father is employed and grosses $6,240.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Father's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

44. **CHILD SUPPORT.** Pursuant to Utah Code 81-6-204 *et seq*. it is reasonable and proper that Father be ordered to pay to Mother as and for child support:

a. A sum of not less than $930 per month as base support for the children of the parties. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. 78A-6-801 *et seq*.

b. Child support payments shall begin the month immediately following the entry of the order for child support. Unless otherwise agreed by the parties, the monthly child support shall be paid in full on or before the 1st day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 1st day of the month is delinquent on the 6th day of the month.

c. Child support shall be paid directly between the parties as the parties agree by automatic bank transfer or other electronic funds transfer. If the parties are unable to agree, child support shall be paid by mandatory income withholding relief pursuant to Utah Code Ann. 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Father.

d. The issue of child support arrearages may be determined by further judicial or administrative process.

e. Each of the parties is ordered to notify the other within ten (10) days of any substantial change in monthly income.

f. Under Utah Code 81-6-212(5), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. 62A-11-306.2, if the children receive(s) TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code 81-6-212(3), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the

difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

45. **MEDICAL / DENTAL INSURANCE.** Pursuant to Utah Code 81-6-208, it is reasonable and proper that the party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical and dental expenses of the minor children. The parties may agree in writing that only one of the parties need maintain such insurance. At this time, Yair is providing insurance for the children and shall continue to do so unless otherwise agreed in writing by the parties.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, Yair's insurance shall be primary coverage and Victoria's insurance shall be secondary coverage. If a parent remarries and his or her dependent children 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 dependent children.

b. Both parents shall equally share the out-of-pocket costs of the insurance premiums.

c. Both parents shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.

d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.

e. A parent incurring medical etc. 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 the Subparagraph above.

f. Pursuant to Utah Code 81-6-208(10), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. 601 *et seq.*, upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or should have known of the change.

46. **CHILD CARE COSTS.** Work-related childcare expenses shall be equally shared, pursuant to Utah Code Utah Code 81-6-209.

47. **TAXES.** Pursuant to Utah Code 81-6-210, the parties shall share the child tax credits for the minor children as follows:

a. Victoria shall be entitled to the child tax credits for Dakari Cabrera each year Dakari is eligible to be claimed as a dependent/exemption.

b. Provided he is current on all support obligations by December 31st of the applicable tax year, Yair shall be entitled to the child tax credits for Luana Cabrera each year Luana is eligible to be claimed as a dependent/exemption.

c. Each parent shall execute and deliver any documents necessary to allow the other to claim the child tax credits awarded to them, including but not limited to IRS Form 8332, by January 31st of each tax year.

48. **NO PUBLIC ASSISTANCE.** Neither Mother nor Father has received or is receiving public assistance from the State of Utah.

ASSET, PROPERTY AND DEBT DIVISION

49. **PERSONAL / MARITAL PROPERTY.** During the course of the marriage, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The parties' personal and marital property, belongings and effects shall be divided as follows:

Item Description:	***Awarded to:***
Southland 6x12 White Cargo Trailer	Yair
Washing Machine and Dryer	Victoria
Vacuum	Victoria
Blender	Victoria
Wool Mattress	Victoria
iPad	Victoria
Composting Toilet	Victoria

Item Description:	***Awarded to:***
Couch	Yair
Mac Computer	Yair
Projector	Yair
Milwaukee Tools (router, impact driver, drill, circular saw)	Yair
Milwaukee Packout	Yair
Grey Tabby Cat ("Hunter")	Victoria

a. Exchange of the above items shall take place within 7 days of entry of the Decree herein.

b. Victoria is awarded "Hunter," the grey tabby cat, free and clear from any claim by Yair. Victoria shall be solely responsible for all current and future veterinary bills, food, grooming, licensing, etc. expenses, holding Yair harmless therefrom.

c. Except as set forth herein, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

50. **CHECKING AND SAVINGS ACCOUNTS.** Each party is awarded the money in their own separate checking and savings accounts. Any joint bank accounts shall be equally divided between the parties and shall be closed within fourteen (14) days of the entry of the Divorce Decree herein.

51. **PERSONAL / MARITAL DEBTS.** The parties' personal and marital debts shall be divided as set forth herein:

Debt	***Obligation of:***
American Express	Both parties (see below)
Goldenwest Credit Union (Trailer Loan)	Yair
Hilltown Comm. Ambulance	Both parties (see below)

a. Neither party shall incur any additional liability on joint credit cards.

b. American Express. Each party shall continue to pay one-half of the monthly expense owed to American Express. The parties anticipate paying the debt in full by October 31, 2026. Upon payment in full of the debt, the joint account shall be closed.

c. Hilltown Comm. Ambulance. Each party is ordered to pay one-half (1/2) of any remaining debt owed to Hilltown Comm. Ambulance after the claim has been submitted to and processed by the parties' insurance, holding the other party harmless therefrom.

d. Except as set forth herein, each party is ordered to pay the debts they have incurred in their own names and/or for their own benefit during the marriage and since the date of the parties' separation, holding the other party harmless therefrom.

e. Each party agrees to assume, resolve, and timely pay their respective debts and hold the other harmless from any legal or financial liability arising from those sole accounts.

52. **NOTICE TO CREDITORS.** The parties shall notify their creditors in writing as to which party shall be responsible for payment of each of the various debts of the parties pursuant to the decree herein; they may do so by providing a copy of the decree to

the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann. 15-4-6.5 (1953 as amended)(that statute also imposes some restrictions on creditors' ability to make negative credit reports with respective to a debtor not ordered to pay a joint obligation).

53. **RETIREMENT.** Yair was a participant in the Sparks Motor 401(k) Plan ("Plan") during the parties' marriage. Yair did not contribute to the Plan prior to the parties' marriage. Victoria is awarded 50% of the total vested account balance under the Plan as of the date of entry of the Decree herein (the "Valuation Date"). This amount shall be adjusted for market fluctuation from the Valuation Date to the Date of account segregation. There are not outstanding loans against the Plan. Any outstanding loans shall remain the account holder's responsibility. Any outstanding loans shall be included in the account balance when calculating the non-account holder's awarded portion. A domestic relations order will be required. The parties shall share the legal fees and third-party administrative costs associated with the drafting, review, and obtaining approval of the domestic relations order. Yair (the account holder) shall provide the non-account holder with a copy of his account statement as of the divorce date within fourteen (14) days of entry of the Decree herein.

54. **ALIMONY.**

a. Yair is ordered to pay alimony to Victoria in the amount of $1,500.00 per month for a period of 6.5 years (78 months), beginning the month following entry of the Decree herein.

b. Alimony payments herein shall terminate the earlier upon Victoria's remarriage, cohabitation, or the death of either party.

c. Alimony shall be paid one-half by the 5th day of each month and the other one-half by the 20th day of each month. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month.

d. Payments shall be made directly between the parties, unless child support is being paid with universal withholding through Office of Recovery Services. If Office of Recovery Services is being used for child support purposes, alimony payments shall also be paid through universal withholding with Office of Recovery Services.

MISCELLANEOUS PROVISIONS

55. **NAME RESTORATION.** Prior to the marriage the name of the wife was VICTORIA JOAN WARE and she desires said name to be restored to her.

56. **ATTORNEY FEES / COSTS.** Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

57. **RULE 70.** Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to

be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

DATED this 15th day of October, 2026.

BY THE COURT:

JUDGE

Signature of Judge may also be located on the top of first page

Approved as to form and content:

IRAD YAIR CABRERA TORRES
Respondent *pro se*

10/13/2026
DATE

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of OCTOBER, 2026, I filed the foregoing document with the clerk of the court and delivered a true and correct copy of the foregoing to the following:

IRAD YAIR CABRERA TORRES
Respondent *pro se*

Email: yair.cabrera.torres@gmail.com

Victoria Joan Cabrera Ware
VICTORIA JOAN CABRERA WARE
Petitioner *pro se*