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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of:

JESSICA GOMEZ,

Petitioner,
and

RIGOBERTO GOMEZ RAMIREZ,

Respondent.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 254906652 DA

Judge Richard Pehrson

Commissioner Renee Blocher

The above-entitled matter came before the Honorable Judge Pehrson Petitioner, Jessica Gomez (herein after referred to as “Jessica” or “Petitioner”) was represented by Kent R. Cottam LEGAL AID SOCIETY OF SALT LAKE. Respondent, Rigoberto Gomez Ramirez (herein after referred to as “Rigoberto ” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Rigoberto's default. Jessica has attended the Mandatory Divorce Education Course and said attendance has been waived for Rigoberto The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Jessica is hereby awarded a Decree of Divorce from Rigibert, such to become final upon signature and entry herein.

Provisions Relating to Jurisdiction

2. Both Jessica and Rigoberto are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.

3. The parties resided in the marital relationship in the State of Utah, or the acts complained of by Jessica were committed by Rigoberto in the State of Utah and therefore this Court has long-arm jurisdiction over Rigoberto pursuant to Utah Code § 78B-3-205.

4. Jessica and Rigoberto were married on June 23rd 2023 in Salt Lake City and are presently married. The parties separated on or about April 2025.

Provisions Relating to Grounds

5. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to the Child of the Parties

6. There has been one (1) minor child born as issue of this marriage, to wit:

“J.R.G. born May of 2020”.

7. Pursuant to Rule 100 Utah Rules of Civil Procedure, Jessica states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

8. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 78B-13-101 *et seq.* in that:

- a. Utah is the home state of the minor child at the time of commencement of this proceeding.
- b. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.
- c. Jessica knows of the following criminal, delinquency or protective order cases involving a party or the parties' child:
 - i. Gomez v. Gomez, Protective Order, 3rd District Court Salt Lake, Civil No. 254902825, Judge Mark Kouris presiding, Protective Order entered July 2nd, 2025.
 - ii. West Valley v. Rigoberto Gomez-Ramierz, 3rd District Court Salt Lake, Civil No. 251913706, Judge Kristine Johnson presiding, Class A Misdemeanor – Possession or Use of a Controlled Substances, Class B Misdemeanor – Possession of Controlled Substance Marijuana/Spice. Initial appearance set for December 3, 2025.
 - iii. West Valley v. Rigoberto Gomez-Ramirez, 3rd District Court Salt Lake, Civil No 251913112, Judge Kristine Johnson presiding, Class A Misdemeanor -Violation of a Protective Order.
 - iv. State of Utah v. Rigoberto Gomez-Ramirez, 3rd District Court Salt Lake, Civil No 251911223, Judge Kristine Johnson presiding, 3rd Degree Felony -Violation of Sentencing/Continuous PO.
 - v. West Valley v. Rigoberto Gomez-Ramirez, 3rd District Court Salt Lake, Civil No 251906885, Judge Kristine Johnson presiding, 1) Class A Misdemeanor -Violation of a JRA/Jail

Release Court Order, 2) Class A Misdemeanor -Violation of a JRA/Jail Release Court Order, 3) Class A Misdemeanor -Violation of a JRA/Jail Release Court Order.

vi. West Valley v. Rigoberto Gomez-Ramirez, 3rd District Court Salt Lake, Civil No 251906292, Judge Kristine Johnson presiding, 1) Class A Misdemeanor -Stalking, 2) Class B Misdemeanor, Electronic Communication Harassment, 3) Class A Misdemeanor - Possession of a Controlled Substance Schedule I/II/Analog.

d. Jessica does not know of any person, not a party to these proceedings who has physical custody of the minor child or who claims rights of legal custody or physical custody of, or visitation with, the minor child.

Provisions Relating to Child Custody and Parent-Time

9. Jessica shall be awarded the sole legal custody and sole physical custody of the parties' minor child.:

10. Given the criminal cases ongoing against Rigoberto, in person parent time shall be suspended until further order of the Court. Rigoberto shall have virtual parent time up to twice a week for a reasonable duration based upon the child's age.

a. Once Rigoberto's criminal cases are resolved, either party shall be permitted to file a Petition to Modify to address parent time.

Provisions Relating to Child Support Payments

11. Jessica is employed, earns \$20.00 per hour, works 40 hours per week and therefore grosses \$3,466.67 per month.

12. Rigoberto is a business owner and grosses \$8,089.00 per month.

13. Pursuant to Utah Code, Rigoberto shall be ordered to pay child support to Jessica commencing June 2025 the parties' separation date, unless commenced earlier by the Office of Recovery Services, as follows:

a. The sum of \$790.00 per month as base support for the minor child of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th 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 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding

is commenced by the Office of Recovery Services, Rigoberto should make child support payments directly to Jessica.

d. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Rigoberto in addition to the base child support obligation.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Rigoberto. If Jessica is the ORS applicant and the fee is withheld by ORS from payments to Jessica, Rigoberto shall reimburse Jessica for the fee.

g. The issue of child support arrearages may be determined by further judicial or administrative determination.

Provisions Relating to Health Insurance

14. Pursuant to U.C.A. § 78B-12-212 *et seq.* (1953 as amended), the parent(s) shall provide health care coverage, as defined by Utah Code Section 78B-12-102, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

- b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.
- c. 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 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
- d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.
- e. A parent incurring medical, dental, orthodontic, or optical 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 Subparagraphs "c" and "d" above.
- f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Child Care Expenses

- 15. Pursuant to Utah Code § 78B-12-214, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

- a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.
- b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.
- c. The parent to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Life Insurance

16. Rigoberto should obtain a life insurance policy on Rigoberto's life, so long as such is available at a reasonable cost or through Rigoberto's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. Rigoberto shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Respondent shall irrevocably designate the parties' minor child as a beneficiary on said life insurance policy, and designate Jessica as the trustee for said minor child.

Provisions Relating to Debts and Obligations

17. Each party shall assume and pay the following:

<u>Jessica</u>	<u>Rigoberto</u>
	\$15,000.00 Mountain America Credit Union
	2017 White Jeep Wrangler Loan, amount unknown.

a. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

b. Pursuant to Utah Code, the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Personal Property

18. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

19. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at **2879 S Fetzer Drive Magna, Utah 84044** more particularly described as follows: **LOT 307, ENSIGN PARK PHASE 3. 9141-4822 9141-4823 10064-228710720-6793**

b. Said real property has been sold and the equity is being held in escrow.

c. Upon information and belief, the expenses of the sale, the payment of any and all mortgages and liens have already been paid through the sale of the real property.

d. The remaining balance shall be divided equally between the parties.

e. The escrow company shall issue a check for the debt in Rigoberto's name directly to the creditors from Rigoberto's ½ portion of the equity.

f. Jessica shall deliver the check to the creditor to ensure it is received and credited against Rigoberto's debt.

Provisions Relating to Alimony

20. Neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

21. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Restraining Order

22. Rigoberto has physically abused or threatened physical abuse to Jessica. Such conduct by Rigoberto constitutes a threat of immediate harm to Jessica. Therefore, Rigoberto shall be restrained from bothering, harassing, annoying, threatening, or harming Jessica at Jessica's place of residence, employment or any other place and the following order shall be entered:

THE SALT LAKE CITY POLICE, SALT LAKE COUNTY SHERIFF, CONSTABLE OR OTHER APPROPRIATE PEACE OFFICER SHALL BE DIRECTED TO RENDER ANY NECESSARY ASSISTANCE TO JESSICA. FURTHER, VIOLATION OF ANY OF THE PROVISIONS MENTIONED HEREIN SHALL BE DEEMED CONTEMPTUOUS, AND RIGOBERTO SHOULD BE PUNISHED ACCORDINGLY.

Taxes

23. Jessica shall be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **odd** numbered years. Providing that Rigoberto is current in all child support obligations herein and current in all other financial obligations

herein, Rigoberto shall be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in **even** numbered years. If either party is unable to realize a benefit by claiming the exemption for the purpose of filing federal and state income tax returns the other party is entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns for that year.

Attorney's Fees

24. Based upon Jessica's need to hire counsel and bring this action before the Court and consistent with Utah Code, Rigoberto shall be ordered to pay Jessica's attorney fees and Jessica be awarded judgment against Rigoberto for attorney fees in the amount of \$350.00.

Other

25. Jessica shall be restored the use of her former name, **JESSICA CHAVEZ** if she so desires.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of April 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served [] via the court's electronic filing system, [x] by mail postage prepaid, [] via hand-delivery, [] via facsimile, [] via e-mail, as addressed, to:

Jessica Gomez
3476 W Cambridge Drive
West Valley, Utah 84119

Rigoberto Gomez Ramirez
2879 S Fetzer Drive
Magna, Utah 84044

/s/ *Angelica Morales*

Angelica Morales, Paralegal to
Kent R. Cottam, Attorney for Petitioner