



MATONIS LAW FIRM, PLLC  
**Marci L. Matonis (17267)**  
3293 Harrison Blvd., #205  
Ogden, Utah 84403  
Telephone: (385) 560-4754  
marci@matonislawfirm.com

Attorney for Respondent

---

IN THE THIRD JUDICIAL DISTRICT COURT IN  
TOOELE COUNTY, STATE OF UTAH

---

IN THE MATTER OF THE  
MARRIAGE OF

JOSEPH STRATTON

Petitioner,

and

ENA POLANCO

Respondent.

**DECREE OF DIVORCE**

Case No. 264300042

Judge: L. Douglas Hogan

Commissioner: Renee Blocher

---

The Petitioner, Joseph Stratton ("Joseph"), filed his Amended Petition for Divorce on February 11, 2026. The Respondent, Ena Polanco ("Ena"), filed her Answer and Counterpetition on February 27, 2026. The Parties settled all issues in their pending divorce action. The executed Stipulation was filed with the Court on March 26, 2026. Pursuant to the terms of the Stipulation, the parties have consented that a Decree of Divorce be entered consistent with the terms therein.

The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, and having previously entered its written Findings of Fact and Conclusions

of Law, and for good cause appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

**DECREE OF DIVORCE**

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

**JURISDICTION**

1. Residency: The parties are bona fide residents of Tooele County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on May 31, 2014, in West Valley, Utah.
3. Grounds: Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

**CHILD CUSTODY AND PARENT-TIME**

4. There is one minor child at issue in this proceeding, A.S., born August 7, 2018.
5. 1The parties are awarded joint physical custody of their minor child. Parent-time shall be as the parties may agree. If the parties cannot agree, parent time shall be pursuant to Utah Code §81-9-303, to wit:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	ENA	ENA	ENA	JOSEPH	ENA	ENA	ENA
Week 2	ENA	ENA	ENA	JOSEPH	JOSEPH	JOSEPH	JOSEPH

a. Joseph shall be awarded a mid-week overnight, and every other weekend consistent with Utah Code §81-9-303.

6. Extended Summer-Time. Each party shall, at their option, receive two weeks of uninterrupted time with the child.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time with the child, pursuant to Utah Code §81-9-303(8). In odd-numbered years, Joseph shall provide notice to Ena by May 1; and in even-numbered years, Ena shall provided notice to Joseph by May 1.

8. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

9. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303(15), with Ena being designated as the Custodial parent for purposes of interpreting the Code:

Odd Years	Even Years	Holiday and Time
JOSEPH	ENA	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
ENA	JOSEPH	<b>President's Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
JOSEPH	ENA	<b>Spring Break</b> after school on the day school lets out to the day school resumes with the exchange at school
ENA	JOSEPH	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
ENA	JOSEPH	<b>Juneteenth:</b> (1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
JOSEPH	ENA	<b>July 4<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
ENA	JOSEPH	<b>July 24<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.

JOSEPH	ENA	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
ENA	JOSEPH	<b>Columbus Day</b> after school on day before holiday to the day after the holiday with the exchange at school
JOSEPH	ENA	<b>Fall Break</b> after school on the day school lets out to the day school resumes with the exchange at school
ENA	JOSEPH	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
JOSEPH	ENA	<b>Veteran's Day</b> after school on day before holiday to the day after the holiday with the exchange at school
ENA	JOSEPH	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with the exchange at school
JOSEPH	ENA	<b>First Half of Winter Break, including Christmas Eve and Christmas Day</b> beginning after school the day school lets out until December 27 at 7 p.m.
ENA	JOSEPH	<b>Second Half of Winter Break</b> , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
JOSEPH	ENA	The <b>day before or after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
ENA	JOSEPH	<b>Child's actual birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
JOSEPH	JOSEPH	<b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 9 a.m.
ENA	ENA	<b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with the exchange at school

10. Legal Custody. The parties shall have joint legal custody consistent with the parenting plan below.

### **PARENTING PLAN**

11. The parties should take note that Utah Code §81-9-202 contains additional advisory guidelines which are to govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties.

12. Both parties shall have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical

treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties will first seek the advice of an agreed upon expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care

**13. Separate Accounts.** According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

**14. Educational Plan.**

a. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

b. Ena shall be the primary parent for purposes of the child's school boundary.

**15. Relocation.** If either party moves 150 or more miles from the other parent, the parties will be bound by Utah Code §81-9-209.

**16. Telephone and Virtual Contact with Child.** Either party may make phone contact with the child at reasonable times and for a reasonable duration.

**17. Travel.** For emergency purposes, when the child travel's with either parent, all of the following will be provided to the other parent:

c. An itinerary of travel dates;

d. Destination;

- e. Places where the child or traveling parent can be reached;
- f. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

**18.** Both parties shall have unfettered access to the child's passport and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

**19.** Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email.

**20.** Special Events. Special consideration shall be given by each parent to make the child available to attend family funerals and weddings, which may inadvertently conflict with the visitation schedule.

**21.** Mutual Restraining Orders.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
- b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information

regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

**22. Dispute Resolution.** If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

**23. Activity Costs.** Each party shall be 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 child 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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

**24. School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, 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.

### **SUPPORT PAYMENTS**

25. For purposes of child support, Ena's gross monthly income is \$1,257.00, and Joseph's gross monthly income is \$9,203.00. On a joint custody worksheet with Ena having 220 overnights and Joseph having 145 overnights, Joseph's child support obligation is \$741.00 per month.

26. Child support shall commence April 1, 2026.

27. Child support is due every month until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated, at which time child support should be re-computed given the remaining number of minor children.

28. Whether or not delinquency has occurred, the Decree of Divorce should include an order that Ena may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations.

29. Pursuant to Utah Code §81-6-208, a parent should provide medical and dental insurance for the minor children if available at a reasonable cost. Each party should equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children should be equally shared between the parties.

30. A party who incurs medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent should reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance should provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

31. The party should notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with repayment of the expenses.

32. Childcare Expenses: The parties shall pay for the costs of any childcare/nanny expenses incurred during their own parent time.

33. Right of First Refusal: If either party is unable to exercise their parent time for 24 hours or more that party has to offer the parent time to the other parent before utilizing a surrogate caregiver.

### **ALIMONY**

34. For purposes of alimony, Ena's net income is \$3,209.45, calculated as follows: \$1,257.00 - \$188.55 (15% taxes) = \$1,068.45. Adding the rental income of \$1400 and the child support of \$741 gives Ena a total net income of \$3,209.45.

35. Ena's reasonable monthly expenses are \$4,742, resulting in a monthly need of \$1,532.55.

36. For purposes of alimony, Joseph's net income is \$6,161.25, calculated as follows:  
\$9,203.00 – \$2,300.75 (25% taxes) = \$6,902.25. Subtract \$741 for child support leaves  
Joseph with a net income of \$6,161.25 (\$6,902.25 – \$741.00 = \$6,161.25).

37. Joseph's reasonable monthly expenses are \$4,683, leaving a monthly surplus of  
\$1,478.25.

38. Joseph shall pay Ena \$1,478.25 per month in alimony for twelve (12) years.  
Alimony will terminate upon Ena's remarriage, cohabitation, or the death of either party.

39. Alimony shall start on April 1, 2026.

#### **REAL PROPERTY**

40. During the course of the marriage, the parties acquired real property located at 71  
E Broxburn Way, Tooele Utah 84074 ("Property"). The Property shall be awarded to Ena  
and Ena should be awarded all equity therein.

41. Ena shall refinance the home within 2 years from the entry of the Decree of  
Divorce, to remove Joseph's name from the mortgage and deed.

42. At the time of refinancing, Ena shall extract the sum of \$5,800.00 representing the  
down payment contributed by Joseph, and place said funds into a separate account to be  
held for the benefit of the parties' minor child.

#### **PERSONAL PROPERTY**

43. Ena shall receive all rights, title, and interest in her 2014 Nissan Altima, free and  
clear from Joseph. The parties shall execute all necessary documents required to transfer  
ownership of said vehicle if necessary.

**44.** Joseph shall receive all rights, title, and interest in his 2022 Nissan Rogue, free and clear from Ena. The parties shall execute all necessary documents required to transfer ownership of said vehicle if necessary.

**45.** All other personal property of the parties has already been divided and each party shall be awarded the property presently in his/her possession.

#### **BANK ACCOUNTS**

**46.** The parties are awarded their own individual bank accounts free and clear of any interest by the other party. Each party will be awarded monies in their own separate checking and savings accounts. Any joint accounts shall be closed.

#### **DEBTS AND OBLIGATIONS**

**47.** The parties are aware of no other joint debts not otherwise addressed in this Decree of Divorce and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

#### **HEALTH INSURANCE**

**48.** Once the Decree of Divorce is entered each party shall obtain their own health insurance and be responsible for the premium associated therewith.

### **MINOR'S TAX DEPENDENCY STATUS**

49. The parties shall alternate claiming the minor child for income tax deduction purposes, both State and Federal, every other year, with the Ena receiving the tax deduction in even years, starting with 2026, and Joseph receiving the tax deduction in odd years, starting with 2027.

50. Pursuant to Utah Code Ann § 81-6-210, if the non-custodial parent is not current in his/her child support obligation the tax exemption should automatically revert to the custodial parent.

### **RETIREMENT ACCOUNTS**

51. Ena shall be awarded her marital share of Joseph's retirement account held through Reckitt Benckiser (the "401(k) Account"). Joseph represents that the value of the 401(k) Account as of the date of execution of the Stipulation (March 26, 2026) is \$205,306.79.

52. Joseph further represents that thirty-five percent (35%) of the account is Ena's share. That amount is estimated to be \$71,857.

53. The plan administrator shall calculate the *Woodward* share of Ena's portion from date of marriage to date of divorce.

54. Ena shall receive the larger of the two portions, either (a) \$71,857; or (b) the amount determined by the plan administrator as her *Woodward* share.

55. The parties shall cooperate in facilitating such a division.

56. The parties shall split the cost of the division.

### **MISCELLANEOUS PROVISIONS**

57. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

--END OF ORDER --  
**Signed as indicated at the top of page one.**

**Approved as to form:**

/s/ Joseph Stratton \*

Joseph Stratton

Petitioner, Pro Se

*\*Electronically signed with permission from Mr. Stratton via email dated March 31, 2026.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 26th day of March, 2025, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Joseph Stratton	x	Email
josephstratton62@gmail.com		
Petitioner, Pro Se		

Ena Polanco	x	Email
Respondent		

/s/ Leslie Rosas  
Paralegal