



Aaron B. Millar, Bar No. 12368  
McKenzie Armstrong, Bar No. 13627  
MILLAR LEGAL  
5200 S. Highland Dr., Suite 300  
Salt Lake City, Utah 84117  
(801) 424-5280  
[aaron@millarlegal.com](mailto:aaron@millarlegal.com)  
[mckenzie@millarlegal.com](mailto:mckenzie@millarlegal.com)  
*Attorneys for Petitioner, Yessenia Rico*

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

<i>In the Matter of the Marriage of:</i>  YESSENIA RICO, <i>Petitioner,</i>  and  DANILO VLADIMIR HERNANDEZ REYES, <i>Respondent.</i>	<b>DECREE OF DIVORCE</b>  Case Number: 254905765 Judge: Elizabeth A. Hruby-Mills Commissioner: Russell Minas
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This matter comes before the Court on the Petitioner's Complaint for Divorce. The Court, having reviewed the file in this matter, having previously entered Findings of Fact and Conclusions of Law, for good cause otherwise appearing, now orders as follows:

**ORDERED, ADJUGGED, AND DECREED**

1. Petitioner and Respondent are hereby awarded a Decree of Divorce from each other, said Decree to become final upon its being signed by the Court and entered in the Office of the Third Judicial District Court Clerk.
2. There have been three children born as issue of this marriage:

<b>Name</b>	<b>Birthdate</b>
J.M.R.	03/12/2021
J.M.R.	03/12/2021
J.H.	06/02/2022

3. The children are resident(s) of Salt Lake County, State of Utah, and presently reside at 10096 S Barnsley Ln, South Jordan, UT 84009. In compliance with Utah Code § 78B-13-209, Petitioner verifies that the children have resided with their parents during the last five years.

4. Utah is the home state of the parties' minor children, pursuant to Utah Code § 78B-13-102(7), and Utah has jurisdiction over this matter, pursuant to Utah Code § 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

5. Pursuant to Utah Rule of Civil Procedure 100(a), Petitioner states, upon information and belief, that there are no proceedings for custody, child support or parent-time, a protective order or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

6. Pursuant to Utah Code § 78B-13-209, Petitioner has not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or parent-time with the children, nor does the party know of any proceeding that could affect the current proceeding, nor does the party know of any other person not a party to the proceedings who has custody of the child or claims rights of custody or parent-time.

7. Neither party is receiving any public assistance for the benefit of the dependent children here in issue.

### **PARENTING PLAN**

#### **Custody and Parent Time**

8. Petitioner is a fit and proper person to be awarded sole temporary and permanent physical custody of said minor children, because Petitioner has been the primary caretaker of the children.

9. Petitioner is a fit and proper person to be awarded sole temporary and permanent legal custody of said minor children, because Petitioner has historically provided the daily care and decision-making related to the children's education, medical treatment, and other activities in which the children engage.

10. Each party shall have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the children's lives. Both parents shall provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other

activities events in which the children participate so that both parents may attend or participate, if otherwise not prohibited by court orders or the binding agreements of the parties.

11. Respondent's parent-time shall be as the parties may agree. If the parties are not able to agree, parent-time shall be as follows: Respondent shall have supervised visits on Tuesday afternoons from 4:00-8:00 p.m. and Saturday mornings 10:00 a.m. – 2:00 p.m.. The visits shall be supervised by an individual mutually agreed-upon by the parties, or if supervised by an agency, at Respondent's expense.

12. The parties shall be ordered to follow the advisory guidelines found at Utah Code § 81-9-202.

13. Parties shall follow the holiday and extended parent-time schedule of Utah Code § 81-9-302 with the exception that each party shall be limited to two uninterrupted weeks of parent-time during the summer school vacation. Parties shall alternate having priority in selecting his or her uninterrupted parent-time schedule with the parent with priority making his or her selection by April 1 and the other parent making his or her selection by April 15 of the year in which the summer parent-time will be exercised. Should a party fail to meet the deadlines outlined above, the other party shall have priority. Petitioner shall have priority in odd years and Respondent shall have priority in even years. While one parent is exercising his or her extended parent-time, the other parent shall have reasonable phone, FaceTime, Skype, or similar access to the children.

14. If either party desires to take the minor children outside of the State of Utah, he or she shall inform the other party in advance of the travel and provide the other party with the travel

itinerary and make arrangements for the maintenance of contact between the children and the other party during the trip.

15. Petitioner, as the primary physical custodian, shall be permitted the right to determine the children's place and state of residence.

#### Other Parent Plan Provisions

16. Both parties shall be restrained from abusing alcohol in the presence of the children. Both parties shall instruct any third parties who are also smoking or abusing alcohol to refrain from doing so in the presence of the children. If they refuse to do so the party shall remove the children from that location.

17. The parties shall communicate as much as possible through email, or otherwise in writing, in order to document their communications, agreements, and disputes. Of course, either party shall feel free to contact the other party if there is an emergency regarding or during parent-time.

18. Communications shall be between the parents as much as possible rather than using other family members, friends, new romantic interests, or others. The children shall never be used as messengers between the parents.

19. The children shall be permitted to communicate with the other parent during either party's parent-time.

20. Both parties shall be restrained from disparaging the other party to or in the presence of the minor children and are to instruct third parties to also be so restrained. Both parties shall be

restrained from discussing the legal action or any adult topics with the minor children or in the presence of the children and are to instruct third parties to also be so restrained.

21. Further, both parties shall be ordered to instruct any adult who discusses the divorce, adult issues, and/or disparages the other party to cease immediately and to remove the children from the presence of that person.

22. Neither party shall allow any third-party child-care provider to care for the child if that provider uses illegal drugs or abuses alcohol while caring for the minor child. Neither party shall allow any third party to verbally or physically abuse or to physically discipline the minor child.

23. Both parties shall be ordered not to have overnight parent-time any night during which they also have an overnight guest of the opposite sex with whom they are having sexual relations and to whom they are not married.

#### Payments for the Benefit of the Children

24. Petitioner is currently employed and shall be imputed income of \$3,800 per month.

25. Respondent is currently employed and shall be imputed income of \$3,800 per month.

26. The sole custody worksheet was used in calculating the child support amount. The base child support amount for the mother is \$815. The base child support amount for the father is \$815. Pursuant to Utah Code and the child support guidelines set forth therein, Respondent shall be ordered to pay \$815 to Petitioner each month for child support. Child support shall be paid until each child reaches age 18 or graduates from high school in that child's normal and expected year of graduation, whichever is later.

27. Should physical custody of the children change, the child support shall automatically change and be recalculated based on that change. Further, when 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, the base child support awarded shall be automatically adjusted to reflect the base combined child support obligation shown in the table for the remaining number of children due child support, unless otherwise provided. The award may not be reduced by a per child amount derived from the base child support originally ordered.

28. Respondent shall pay child support in two increments each month; one-half on the 5<sup>th</sup> and one-half on the 20<sup>th</sup> of each month.

29. Respondent shall make child support payments directly to the other party, but if payment becomes more than 30 days overdue, the Utah Office of Recovery Services (ORS) shall be ordered to collect child support on behalf of the party receiving child support, and both parties shall assist in the filing of appropriate paperwork. The party receiving support has the right to have the income of the party paying support withheld through the ORS. If the ORS collects child support, the ORS shall also collect insurance premiums on behalf of the parties. The party insuring the children shall provide verification of coverage to the other party or to the ORS under Title IV of the Social Security Act, 42 U.S.C. § 601 and continuing, upon initial enrollment of the dependent children and thereafter on or before January 2<sup>nd</sup> of each calendar year.

30. If a child support order has not been issued or modified within the previous three years, or if there has been a substantial change in circumstances, a parent, legal guardian, or the office may move the court to adjust the child support order pursuant to Utah Code § 81-6-212(5).

### Insurance and Other Expenses

31. Pursuant to Utah Code § 81-6-208, Petitioner shall be ordered to maintain in force any and all health, accident and dental insurance for the benefit of the minor children as available, so long as the same is available at reasonable cost. If Respondent has or gains employment that has the availability of medical insurance for the children, the parties shall determine which party has the more reasonable policy and rate, and that party shall insure the children. Petitioner shall continue that coverage as to each child until each child attains the age of 18 years or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

32. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance of *both* parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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 child.

33. Further, each party shall pay one-half of the out-of-pocket costs of the premium actually paid by the insuring party for the children's portion of insurance. According to statute, the children's portion of the premium is a per capita share of the premium actually paid for the family and shall be calculated by dividing the premium amount by the number of persons



covered under the policy and multiplying the results by the number of minor children of the parties. The insuring party shall be ordered to provide verification of the coverage of the insurance to the other party upon the divorce or upon initial enrollment and thereafter and notify the other party of any change in insurance carrier, premium or benefits within 30 days of the date he or she knows of the change.

34. In addition to sharing health insurance premiums, each party shall share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical, preventative care, routine visits, allergists or other specialist care, prescriptions, medical devices or psychotherapeutic expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other party within 30 days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Payment to reimburse a party for paid medical expenses shall be made within 30 days of receipt of verification of payment.

35. Pursuant to Utah Code § 81-6-209, each parent share equally the reasonable work-related child-care expenses of the parents. If an actual expense for child care is incurred, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child-care expense, but if the child-care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a

modification of the child support order. In the absence of a court order to the contrary, a parent who incurs child-care expense 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. In the absence of a court order to the contrary, 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. In addition to any other sanctions provided by the court, 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 Utah Code § 81-6-209(5).

36. The parties shall share equally any expense associated with an agreed upon extra-curricular activity. In the event the parties are unable to agree on an extra-curricular activity, the party enrolling the child shall be responsible for the associated expense.

#### Taxes

37. Petitioner shall claim the children as tax exemptions and be awarded any tax credits related to the children for the purpose of calculating her State and Federal income taxes.

### **PROVISIONS NOT PART OF THE PARENTING PLAN**

#### Alimony

38. Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.

#### Other Accounts

39. The parties have accrued investment accounts, bank accounts, and other asset accounts during their marriage. Each party shall be awarded any financial accounts in their name.

#### Debts

40. Any student loan incurred by either party is the sole responsibility of the party who received the benefit of the education that the student loan provided. The other party shall be released and held harmless on that student loan debt.

41. Each party shall pay and assume all debts and obligations incurred in his or her own name during the marriage.

42. Each party shall pay and assume all debts and obligations incurred in his or her own name subsequent to the date of separation of the parties.

43. The payment of the debts set forth above shall be non-dischargeable in bankruptcy. The party not obligated to pay a joint obligation shall do the following: (a) Send a copy of the Decree to each joint creditor that he/she is not required to pay that joint debt; (b) notify that joint creditor of the current separate address for each party; (c) Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt, unless the creditor has first made a demand for payment on the party who was not required to pay the debt; and (d) with respect to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against the parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent.

The foregoing is meant to comply with the provisions of Utah Code § 81-4-204(d) and Utah Code § 15-4-6.5.

Personal Property

44. Each party shall be awarded the vehicle in their current possession.
45. The personal property has already been divided to the satisfaction of the parties.
46. Each party shall pay his or her own attorney fees and court costs incurred.
47. All amounts owed Petitioner, per the provisions of this Complaint, shall be deemed owed from the date of the separation of the parties.
48. Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered in this matter.
49. Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.
50. It is reasonable that, if either party fails in the performance of any of his or her obligations under the Decree, the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

**IT IS SO ORDERED.**

**\*\*\* END OF DOCUMENT – SIGNATURE WILL APPEAR AT TOP \*\*\***

Approved as to Form:

/s/  
DANILO VALDIMIR HERNANDEZ REYES  
*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 3<sup>rd</sup> day of April, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served to the following by email:

Danilo Vladimir Hernandez Reyes  
Email: [dani loh0312@gmail.com](mailto:dani loh0312@gmail.com) and [Daniws17@gmail.com](mailto:Daniws17@gmail.com)  
*Respondent*

/s/ Alison Michelle Moellmer  
Alison Michelle Moellmer  
*Paralegal for Millar Legal*