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

In the Matter of the Marriage of:

YARITZA MARTINEZ,

Petitioner,

and

JOSE RAUL MARTINEZ,

Respondent.

DECREE OF DIVORCE

Civil No.: 254903213

Judge: Dianna M. Gibson

Commissioner: Russell Minas

The definitions that apply to this document are:

Petitioner: Yaritza Martinez (“Petitioner” or “Yaritza” or “Mother”)

Respondent: Jose Raul Martinez (“Respondent” or “Jose” or “Father”)

Date of Marriage: August 19, 2015 (the “Date of Marriage”)

Minor Child/ren: E.M. (the “Minor Child”)

The parties have stipulated to all terms related to their divorce, as evidenced by the Stipulation and Settlement Agreement filed on February 20, 2026. Based upon the parties’ agreement and the Findings of Fact and Conclusions of Law entered contemporaneously herewith, the Court **GRANTS** the Petition as set forth below, **DECREES** that the parties are

divorced on the grounds of irreconcilable differences and further **ORDERS** as follows:

1. Legal Custody. The parties are awarded joint legal custody of the Minor Child.
2. Physical Custody. Mother is awarded sole physical custody of the Minor Child with Father's parent-time subject to Utah Code § 81-9-302, as set forth more specifically below.
3. Primary Residence. Mother's residence is designated as the Minor Child's primary residence for purposes of school enrollment and jurisdiction.
4. Child Tax Credits. The parties are awarded child tax credits equally on a year-on, year-off schedule. Mother is entitled to claim the Minor Child as a dependent in odd years, and Father is entitled to claim the Minor Child as a dependent in even years.
5. Communications. The parties shall communicate by text message strictly regarding parent-time exchange and all discussions necessary regarding the care and maintenance of the Minor Child. Father may also communicate by text with Mother's parents regarding parent-time exchanges. All such communications shall be neutral, non-harassing, and child focused.

PARENTING PLAN

6. Parenting Plan. The parties shall adopt the following parenting plan, the objectives of which are to:
 - a. Provide for the Minor Child's physical care;
 - b. Maintain the Minor Child's emotional stability;
 - c. Provide for the Minor Child's changing needs as she grows and matures in a way that minimizes the need for future modifications to the parenting plan;
 - d. Set forth the authority and responsibilities of each parent with respect to the Minor Child, consistent with definitions outlined in Utah

Code Ann. § 81-9-203;

- e. Minimize the Minor Child's exposure to harmful parental conflict;
- f. Encourage the parents, where appropriate, to meet the responsibilities of the Minor Child through agreements in the parenting plan rather than relying on judicial intervention; and
- g. Protect the best interest of the Minor Child.

7. Decision-Making. The parties shall make day-to-day decisions for the Minor Child while the Minor Child is their respective care.

8. Major Decisions. For major decisions, the parties shall follow this decision-making process:

- a. Discuss the issue together in good faith;
- b. Seek neutral third-party expertise if appropriate;
- c. Discuss the issue again after obtaining that input;
- d. If still unresolved, attend mediation with a mutually agreed mediator;
- e. If mediation fails, either party may seek court intervention;
- f. In the event of any failure to agree on a major decision following mediation, Mother shall have presumptive intermediate decision-making authority.

9. Parent-Time Schedule. Father shall exercise parent-time as the parties may agree. If they cannot agree, parent-time shall be governed by Utah Code Ann. § 81-9-302, with Father as the non-custodial parent. The parties agree to make reasonable accommodations for Father's parent-time when work-related conflicts arise. Father shall give Mother seven days' notice of any work-

related conflicts and will suggest at least two alternate dates for make-up parent-time.

10. Protective Order Conditions. For so long as the criminal protective order in Case No. 251915212 remains in effect:

- a. *Weekdays*
 - i. On Wednesdays when school is in session, Father shall pick up the Minor Child from Mother's parents' house after school and return the Minor Child to Mother's parents' house no later than 8:00 p.m.
 - ii. On Wednesdays when school is not in session, Father's pickup time shall be 1:30 p.m. from Mother's parents' house, and return shall be no later than 8:00 p.m.
- b. *Weekends*
 - i. Father shall exercise parent-time every other weekend, alternating, from Saturday at 1:30 p.m. until Monday morning before school.
 - ii. Father's parents shall be responsible for dropping the Minor Child off at school following Father's parent-time no later than 8:00 a.m.
 - iii. On non-school days, Father shall return the Minor Child to Mother's parents' house no later than 4:00 p.m.

11. Post-Protective Order Exchanges. Once the criminal protective order is no longer in effect, exchanges shall be as the parties may agree, or if they cannot agree, with the following conditions:

- a. *Weekdays*
 - i. On Wednesdays when school is in session, Father shall pick up the Minor Child from school curbside after school and return the Minor Child to Mother's parents' house no later than 8:00 p.m.
 - ii. On Wednesdays when school is not in session, Father's pickup time shall be 1:30 p.m. from Mother's parents' house, and return shall be no later than 8:00 p.m. at Mother's parents' house.
- b. *Weekends*
 - i. Father shall exercise parent-time every other weekend, alternating, from Saturday at 1:30 p.m. until Monday morning before school.
 - ii. Father shall be responsible for dropping the Minor Child off at school no later than 8:00 a.m.
 - iii. On non-school days, Father shall return the Minor Child to Mother's parents' house no later than 4:00 p.m.

12. Holidays. Holiday parent-time shall be as the parties may agree. If they cannot agree, holiday parent-time shall be governed by Utah Code Ann. § 81-9-302, with Father designated as the non-custodial parent.

13. Summer Parent-Time. Each party is entitled to up to four (4) weeks of extended parent-time with the Minor Child during the summer, which may be exercised in consecutive time blocks or spread out. Father is entitled to make his election first for summer parent-time no later than April 30 of each year. Should Father fail to make his election by that time, Mother may make her election first for that year only.

14. Virtual Parent-Time. Virtual parent-time shall be as the parties may agree. If they cannot agree, Father is entitled to exercise virtual parent-time on Mondays and Fridays, for not less than one (1) hour per session, at reasonable times.

15. Cooperation. The parents shall cooperate to promote the following goals: maintaining a loving, stable, consistent, and nurturing relationship with the Minor Child, attending to the daily needs of the Minor Child, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of every child and that are within the social and economic circumstances of the family; attending to adequate education for the Minor Child, including remedial or other education essential to the best interests of the Minor Child; assisting the Minor Child in developing and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the Minor Child's welfare, consistent with their developmental level and family social and economic circumstances; providing for the financial support of the Minor Child; and maximizing the continuity and stability of the Minor Child's life.

16. Flexibility. The parents are entitled to alter their parent-time schedule as they mutually agree, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parents shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with the Minor Child, providing the Minor Child with a stable environment, accommodating the Minor Child's school and other schedules, and cooperating to accommodate both parents' employment schedules. Special consideration shall be given by each parent to make the Minor Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Minor Child or in the life of either parent which may

inadvertently conflict with the regular parent-time schedule, although neither parent shall be permitted to intrude upon the other's parent-time without a written agreement.

17. Primary Parental Care. Each parent is entitled to the first right of refusal to provide parental care for the Minor Child during the other parent's regularly scheduled parent-time if the other parent is unavailable to personally provide parental care for an overnight period or longer, so long as the parent wishing to exercise the right of first refusal provides all transportation. Each parent has an affirmative obligation to give the other parent at least seventy-two (72) hours advance notice if he or she will be unable to personally provide parental care for the child overnight, and the other parent has an under affirmative obligation to respond promptly to such offers. Scheduling a sleepover with the Minor Child's extended family and/or peers does not trigger the right of first refusal. Both parents shall be reasonable, cooperative, and communicative respecting the right of first refusal.

18. Information Sharing. Both parents are entitled to free and open access to all information regarding the Minor Child, including medical records, school records, mental health records, ecclesiastical records, etc. This means, among other things, that both parents are fully entitled to contact the Minor Child's school, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the Minor Child.

19. Standard Notifications. Each parent shall notify one another within twenty-four (24) hours (or as soon as possible) of receiving notice of all significant school, social, sports, and community functions in which the Minor Child is participating or being honored (unless the parents both receive notification directly and each parent should be able to obtain any such information directly) and both parents are entitled to attend and participate fully. The parties shall communication such notifications via text message.

20. Best Effort Communication. The parents shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the Minor Child's emotional needs, accomplishments, and other information appropriate to share with the other parent. Communication shall be between the parents primarily and should only involve third parties for the purposes of coordinating logistics around transportation for the Minor Child. Communication between the parents shall be brief and succinct regarding the Minor Child, her needs, and/or parent-time changes.

21. Current Information. Each parent shall provide the other parent with his or her current address, telephone number, and email address, and notify the other parent of any changes to his or her current address, telephone number, or email address within twenty-four (24) hours of any change.

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

23. Parental Conflict. The parents shall minimize the Minor Child's exposure to parental conflict. Child exchange times shall be without tension or contention, for the Minor Child's benefit. The parents shall be courteous and respectful when exchanging the Minor Child and defer discussing any disputes until a time and place outside of the Minor Child's presence.

24. Minor Child May Not Transmit Information. Both parents shall be prohibited from directly or indirectly using the Minor Child as a means of communicating with each other or otherwise placing the Minor Child in the middle of any disputes between the parents. _

25. Non-Disparagement. Both parents are prohibited from disparaging one another to the Minor Child or in the presence of the Minor Child or allowing others to do the same. Each

parent shall not make negative remarks about each other in front of the Minor Child and should not tolerate negative remarks made by others. Each parent is required to remove the Minor Child from the presence of any third party who is disparaging the other parent to the Minor Child or in front of the Minor Child.

26. Appropriate Materials. Neither parent shall expose the Minor Child to inappropriate adult materials or transient romantic relationships or illegal drugs, domestic violence or to individuals who are impaired by alcohol or drugs.

27. Free Communication Between Parents and Minor Child. Each parent is entitled to reasonable, unmonitored, and uncensored telephone, text message, email, and webcam contact with the Minor Child when they are with the other parent, provided the contact is not particularly time-consuming nor intrusive upon the other parent's parent-time. Any phone calls or webcam sessions shall be at mutually agreed upon dates and times.

28. Proper Pick-Up and Drop-Off Procedures. When dropping off or picking up the Minor Child for parent-time, unless otherwise specified or agreed, the parents shall park curbside or at the end of a driveway, in full view of the other parent's front door or the Minor Child's school, or home of immediate family, so that the Minor Child can see her parent is there to pick her up and the parents or caregivers can observe the Minor Child getting into the other parent's car safely.

29. No Transportation While Impaired. Neither parent shall transport the Minor Child or exercise parent-time if he or she is impaired by alcohol or drugs. A stepparent, grandparent, or other responsible adult designated by either parent may pick up the Minor Child for parent-time if the other parent is aware of the identity of the individual and the parent will be with the child by 7:00 p.m. on the same day.

30. Emergency Travel. For emergency purposes, whenever the Minor Child travels overnight

with either parent, all of the following shall be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the Minor Child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the Minor Child's location.

31. Out of State Travel. Either parent may travel outside the state of Utah or internationally without permission from the other parent, so long as they give the other parent written notice at least four (4) weeks in advance for international travel and two (2) weeks in advance for out-of-state travel. If the travel is required due to an emergency, the parent intending to travel with the Minor Child shall provide the other parent with the required travel information immediately upon obtaining the information. Any parent-time missed due to travel shall be made up upon return.

32. Relocation. If either parent relocates more than one hundred fifty (150) miles from their current residence, the relocation statute pursuant to Utah Code §81-9-209 shall govern. Each parent shall provide one another with a minimum of sixty (60) days' advanced written notice if he or she plans to move out of the state or more than seventy-five (75) miles from Salt Lake County, Utah.

33. Decisions around Day-to-Day Care. Each parent is entitled to make decisions regarding the day-to-day care and control of the Minor Child while that parent is exercising parent-time. If an emergency arises affecting the health or safety of the Minor Child, the parent exercising parent-time has the authority to make emergency decisions affecting the health or safety of the Minor Child. The parent exercising parent-time during an emergency shall use his or her best efforts to inform the other parent of the emergency and to advise and consult with the other parent regarding emergency medical treatment of the Minor Child.

34. Mediation Requirement. In the event of any future dispute or disputes between the parents, including a motion to enforce any orders or a petition to modify custody or parent-time, the parents are ordered to mediate in good faith with a mutually agreed upon neutral mediator. Mediation shall occur prior to any court hearing, except in emergency situations requiring immediate orders to protect the Minor Child. The parents shall equally share the mediator's fee. If the parents cannot agree on a mediator, the Court shall appoint a mediator. Any agreements reached at mediation shall be reduced to writing and signed. If the Court finds that one parent has used or frustrated the mediation process without good cause, the Court may award attorney fees, costs, and other financial sanctions to the other.

35. Appropriate Living Accommodations. Each parent shall maintain safe and appropriate sleeping and living accommodations for the Minor Child.

36. School Work. The parent with the Minor Child in his or her care shall be responsible for ensuring the Minor Child's homework and school projects are complete and for transporting the Minor Child to and from school on time or to the other parent.

37. Extracurricular Activities. Any extracurricular activity initiated by one parent alone shall be that parent's responsibility to fund and transport. The parties shall discuss extracurricular activities that occasionally interfere with the other parent's parent-time, provided such activities do not unreasonably interfere with parent-time. If the Parties agree in writing to an extracurricular activity, they shall split those associated costs.

END OF PARENTING PLAN

38. Child Support. For child support purposes, Mother's gross monthly income is \$2,143 and Father's gross monthly income is \$5,085. Based on the statutory guidelines, Father shall pay Mother \$617 per month as child support. Child support shall be paid through ORS. Mother shall

be responsible for any ORS administrative fees. Child support arrears, if any, are waived. Child support shall commence on March 1, 2026.

39. School and Mandatory Expenses. The parties shall divide equally all mandatory school-related expenses.

40. Medical/Dental Expenses. In accordance with Utah Code Ann. § 81-9-302, insurance for the medical and dental expenses of the Minor Child shall be provided by the party who can obtain the best coverage at the most reasonable cost. Insurance carried by Father shall be considered the primary insurance, and any insurance otherwise obtained by Mother shall be considered secondary insurance. In the event there is double coverage obtained, each party shall only be responsible for their portion of the premiums, and the parties shall share the cost of additional expenses equally.

41. Marital Property. During the marriage, the parties acquired, improved, and maintained real property that has been previously sold and the proceeds evenly divided between the parties.

42. Vehicles. Each party shall be solely responsible for vehicle loans and/or loans from family members and/or friends, and they shall indemnify and hold harmless the other on any obligations, repairs, and/or upkeep and maintenance of the same. If any vehicle is jointly titled or under joint obligations, the parties shall cooperate to re-title the vehicles or refinance the obligation to remove the party that was not awarded the vehicle from the title or obligation within 30 days of the Settlement Agreement. The parties are ordered to obtain their own vehicle insurance.

a. Yaritza is awarded the 2017 Subaru Impreza, free and clear of any claim by Jose.

b. Jose is awarded the 2024 Honda Civic, free and clear of any claim

by Yaritza.

43. Personal Property. The parties have divided all personal property items between themselves.

44. Financial Accounts. The parties separated in August 2024 and divided all finances at that time, including proceeds from the sale of real property. No further division of assets is required.

- a. Yartiza is awarded America First Credit Union account ending in 3736.
- b. Yartiza shall assume no credit card debt or automotive debt from the marriage.
- c. Jose is awarded the joint account of the parties, account ending in 6184, and is ordered to remove Yartiza from said account within 30 days of the Settlement Agreement.
- d. Jose is awarded any and all individual accounts he currently possesses with no further claim from Yartiza.

45. Debts/Bills. All marital debt, whether disclosed or undisclosed, are assumed solely by Jose. Yartiza attests that she does not have any additional or undisclosed marital debts. Each party shall indemnify and hold the other harmless for any future or potential debt collection action for debt that they take subject to the Settlement Agreement. In the event Jose declares bankruptcy, any joint debts Jose has that may be obligated to Yartiza shall be regarded as a in the nature of family support. These debts shall not be assumed solely by Jose. No later than 30 days from the Settlement Agreement Jose shall ensure Yartiza is removed from all joint accounts, debts, or credit cards she may be party to, to include but not limited to:

- a. Citibank Visa credit card account ending in 5546.

- b. Apple Credit Card account ending in 4975.
- c. Jordan Credit Union line of credit or credit card account ending in 4673.

46. Pursuant to Utah Code §15-4-6.5 the parties are advised:

- a. On the entering of a decree of divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.
- b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Sections 81-9-302 or 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, should provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.
- c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.
- d. With respect to a debtor who is not ordered by the court under

Section 81-9-302 or 81-4-204 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.

47. Bank/Retirement/Investment Accounts. Each party is awarded his or her bank accounts, and each party shall be awarded his or her own retirement account or any investment accounts.

48. Phone Expenses. Jose is solely responsible for any phone bills in his name or in the name of the Minor Child, without contribution from Yaritza.

49. Mutual Restraining Order. Both parties are mutually restrained from harassing and threatening the other party. The parties shall not enter or go to the residence of the other party without permission from that party. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and have an 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.

50. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

51. Separate Property - Inheritance. Each party is awarded, as that party's sole and separate property, any inheritance received before the marriage, during the marriage, or in the future, whether by will, trust, intestacy, or otherwise. Each party waives any present or future claim,

right, or interest in the other party's inheritance, and such inheritance shall be free and clear of any obligation, entitlement, or claim by the other party.

52. New Long-Term Partners. Neither party shall cohabit with or introduce the Minor Child to a new romantic or long-term partner unless that relationship has been in existence for at least six (6) months continuously. In such a case, the parties shall discuss and determine a reasonable, neutral time and place, to include the option of a virtual meeting, for the new romantic partner to be introduced to the other party. Any such interaction shall be civil.

53. Yaritza's Maiden Name. Yaritza may be restored to her former name of Caro if she so elects without any further order of the Court.

54. Alimony. Both parties waive alimony, forever and non-modifiable.

55. Attorneys Fees. Each party shall bear their own attorney fees and costs, except enforcement fees may be awarded upon breach of the Settlement Agreement.

**THIS IS AN OFFICIAL COURT ORDER. THIS ORDER IS ELECTRONICALLY
SIGNED BY THE JUDGE AND/OR COMMISSIONER ON THE TOP OF THE FIRST
PAGE OF THE DOCUMENT AND ENTERED AS OF THE DATE.**

Approved as to form:

/s/ Leslie C. Corbly (by BWL with permission)

Leslie C. Corbly

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of March, 2026, I sent a copy of the foregoing to the following person(s) as indicated below.

Attorney(s) for Respondent:

Leslie C. Corbly
JOLLEY AND JOLLEY
37 West 9000 South
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Email: leslie@jolleyandjolley.com

U.S. Mail
Overnight Mail
Hand Delivery
Electronic Mail
X *Electronic Service*

/s Jayme Mackay