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Attorney for Rafael Lorenzo Nunez

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

**IN THE MATTER OF THE MARRIAGE
OF:**

RAFAEL LORENZO NUNEZ,

and

**DANY RAFAELA HERNANDEZ DE
NUNEZ.**

DECREE OF DIVORCE

Civil No.: 224906402

Judge: Russell Minas

Commissioner:

THIS MATTER came before the Court on Rafael Lorenzo Nunez (hereafter "Rafael") Declaration of Jurisdiction and Grounds of Divorce in accordance with Rule 104, Utah Rules of Civil Procedure. 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. FINAL DIVORCE. The bonds of the matrimony and marriage contract heretofore existing between Rafael and Dany Rafaela Hernandez De Nunez (hereafter "Dany") be, same as, hereby dissolved, and the parties is here awarded a Decree of Divorce on the ground of irreconcilable differences; the said Decree to become absolute and final upon entry of the Court.

CHILDREN

2. There are two (2) minor children born as issue of this marriage, to wit: L.I.N. (born February 2016) and M.D.N. (born September 2018).

CARE, CUSTODY, AND CONTROL OF THE CHILD

3. It is in the best interest of the minor children that the parties be awarded joint legal custody.

4. The parties should work together on any important decision impacting the minor children's health, education, and welfare. In the event the parties cannot agree, they should consult with a professional in the area of the dispute. If the parties still do not agree after consulting a professional, they shall immediately schedule mediation with each party paying one-half (1/2) of the mediation costs. If mediation is unsuccessful and the parties still cannot agree, then Rafael shall have the final say subject to review by the court upon Dany's request.

5. Rafael will have sole physical custody of the minor children subject to Dany's parent time as agreed. If the parties cannot agree Dany will have parent time pursuant to Utah Code Ann §81-9-302, however, Dany shall also be awarded the Sunday overnight on her weekends.

6. It will be Dany's responsibility to get the minor children to school on time, if there are any issues, Dany's parent-time will not increase again.

7. After six (6) months and so long both parties are in compliance with the following items listed below, Dany will then be entitled to a midweek overnight which puts Dany's parent-time pursuant to Utah Code Ann §81-9-303.

a. Both parties will continue to attend therapy with Mr. Goldsmith and will ensure the minor children attend all their appointments. The parties will facilitate all their appointments with Goldsmith and follow Mr. Goldsmith's recommendations with respect to treatment for the minor children.

b. The parties are not to make reports to the Department of child and family services (DCFS), police, Guardian ad Litem (GAL), the Court, or any government agencies about any past or current physical, sexual, or emotional abuse for the minor children unless they have a legitimate basis for doing so.

i. If sexual claims are made and they are deemed false or unsubstantiated, Dany will revert back to parent-time Utah Code Ann §81-9-302.

c. The parties are not permitted to involve the minor children in past or present issues related to the divorce including but not limited to discussions of past or current allegations of abuse, parent-time, child support, what kind of activities are occurring at the other parties home, or any other item that children should be isolated from.

i. If necessary, the GAL will be involved with speaking with the minor children to ensure compliance with the above requirement.

d. The parties will ensure they are getting the minor children to school on time and ensure their work schedules and transportation resources will facilitate the increase in parent-time.

e. Both parties will be required to get a mental health evaluation with collateral input, including input from the other party. Both parties will comply with any treatment recommended.

f. If after a period of six (6) months and Dany believes she is in full compliance with all the above requirements, she will give notice in writing to Rafael with evidence to support the fact that she is in compliance with all the

above listed requirements and Rafael agrees, Dany's parent-time will immediately be Utah Code Ann §81-9-303.

PARENTING PLAN

- A. The parties will resolve their parenting issues through the process of mutual agreement rather than litigation because we feel confident in our abilities to problem-solve with each other as parents in a reasonable and fair manner.
- B. The parties are both dedicated parents who, although they are no longer married, will desire to create a co-parenting relationship for the benefit of the children.
- C. The parties recognize that they have made mistakes in the past and desire to start over as better, more committed parents to their children.
- D. The parties will focus on the needs and interests of their children ahead of their own. The parties desire to give their children the opportunity to have a meaningful relationship with both parties.
- E. Any specific time-sharing schedule must focus upon meeting the children's emotional needs, as much as possible. Because these needs will change over time, the parties will approach establishing and revising a time-sharing schedule in a flexible manner as set forth below.
- F. The parties will establish and maintain good communication with each other and establish a cooperative working relationship as parents.
- G. Because of their common concern for the children's emotional well-being, they will follow these guidelines.

Based on these premises, govern by the following rules and guidelines:

GROUND RULES

8. The parties' working relationship as parents shall be built on trust and cooperation.
9. The parties will trade favors frequently. This will encourage cooperation and flexibility in the parenting relationship and prevent resentments from accumulating between them.
10. The parties understand that open and honest communication between them is essential to an effective parenting relationship. The parties will take affirmative steps to adapt procedures ensuring that they have frequent communication in a civil manner.
11. The parties will support each other in their respective parenting roles. They will recognize that they may have different parenting styles from time to time.
12. The parties are to affirmatively support each other as parents by giving compliments to each other, giving their children permission to love both parents, and by showing appreciation for favors given.
13. The parties understand that spending quality time with the children is most important, and they will cooperate with each other and adjust their time-sharing arrangement to ensure that this is possible.
14. The parties understand that conflict between them causes emotional trauma and pain to the children. The parties will be civil to one another in all our future dealings.
15. The parties will recognize that it is important for the children's emotional wellbeing that they will hold the other parent in high esteem as a parent in our respective conversations with their child throughout her life.
16. The parties will leave the past in the past. The parties will start today working together as co-parents and seeing the other parents as a resource.

FURTHER CLARIFICATIONS

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17. FAMILY FUNCTIONS: Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, 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.

18. PICKUP/RETURN: The parties make arrangements for pick up, delivery and return of the prior to each scheduled parent-time. If the parties cannot agree, the receiving parent will be responsible for picking the children up from the other parent. Third parties may pick up and drop off the minor children as long as the party is well known to the children and has appropriate safety measures.

19. PARENT-TIME PREPARATION: The parties agree that they shall have the children ready for parent-time at the time they are to be picked up and shall be present at their home or shall make reasonable alternate arrangements.

20. SPECIAL EVENTS AND EXTRACURRICULAR ACTIVITIES: The parties shall notify one other or encourage the minor children to notify the other parent within 24 hours of receiving notice of all school, social, sports, and community functions in which the children are participating or being honored, and both parents shall be entitled to attend and participate fully. The parties agree that should a school, social, sports, and/or community function in which the child is participating occur during the other parent's parent-time, the parent in whose custody the children shall make all reasonable efforts to allow the parties' minor children to participate.

21. RECORDS/REPORTS: Both parents shall have access directly to all school reports including medical records and shall be notified immediately of a medical emergency.

22. RIGHT OF FIRST REFUSAL: Both parties shall have the right of first refusal to provide care for the children during the other parent's time if that parent is unavailable to be with the child during their parent's time for overnight. The parent who exercises the option and the right of refusal is responsible to provide all transportation in connection with exercising the option may be exercised by the parent only and the parent exercising the right of first refusal must be directly providing the care, not any third party.

23. TELEPHONE PARENT-TIME: Each parent shall permit and encourage liberal telephone contact during reasonable hours and uncensored mail privileges with the children.

24. BIRTHDAYS: The parties understand that the parent who does not have the child for any given year is free to plan a party the day before or the day after the child's birthday regardless of other child time requirements. The parties will make birthdays special for the child.

25. VACATION: The parties will discuss with each other how they want to spend their respective vacation time with the children. They will work out an arrangement that is mutually acceptable to both. The parties will give advance notice to the other parent of a planned vacation. If possible, the notice should be at least six (6) weeks.

RELOCATION

26. Should either parent choose to relocate, the issue shall be dealt with established in Utah Code Ann §81-9-209.

SHARING INFORMATION

27. The parties will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school, medical, and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

28. The parties will affirmatively notify the other parents of all school programs, church events, extracurricular activities, and sporting events that involve the child.
29. The parties will notify the other parents of significant illnesses the children may have when they are in their individual homes.
30. The parties will discuss any problems either of them is experiencing with disciplining the children.
31. The parties will immediately advise the other parent of any changes in their address, telephone number, and other information pertinent to communication.
32. The parties will advise the other parent of all logistical details regarding vacation time with the children, including places and telephone numbers where the children may be reached.
33. The parties will communicate with each other both by telephone and in person. The parties understand it is important for the children to see them working together in a positive and constructive way.

CONSISTENCY AND DISCIPLINE

34. The parties understand consistency is one of the key elements in raising a children. Therefore, the parties will establish the same curfews and bedtimes implemented at each of their homes.
35. The parties understand their discipline and parenting of the children will be more effective if they work as a united front. Therefore, the parties will discuss discipline and philosophies with each other and come to a consensus as to what works.

END OF PARENTING PLAN

CHILD SUPPORT

36. Rafael is currently employed full-time with a monthly income of \$3,995.00. Dany is employed full-time with a gross monthly income of \$4,055.00.

37. If and when Dany's parent-time increases to Utah Code Ann §81-9-303 then child support shall be \$468.00

38. In accordance with the parties' incomes and the parent time schedule set forth above, Dany should be required to pay child support for the minor children consistent with the Utah Child Support Guidelines, UTAH CODE ANN. §78-45-7.

39. Accordingly, Dany should be ordered to pay child support in the amount of \$728.00.

40. Child support will commence March 1, 2026. Child support shall be paid one-half (1/2) on or before the 5th and one-half (1/2) on or before the 20th of each and every month.

CHILDCARE

41. The parties should share equally in all reasonable, work and school related childcare expenses incurred on behalf of the parties' minor children with a licensed, center-based childcare provider. Each party should cover the cost of childcare expenses incurred on behalf of the parties' minor child that are necessitated by circumstances other than work obligation. Payment and reimbursement of childcare expenses should be accordance with Utah Code Ann §78B-12-214.

42. The party who incurs the expense shall provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of the payment.

43. The other parent, upon receiving verification of the other parent's payment of the expense incurred for the minor child, shall make payment and/or reimbursement to the other parent within thirty (30) days.

44. Failure to make a payment within thirty (30) days may be deemed as contempt of a valid Court order.

HEALTH INSURANCE

45. The Court shall order that insurance for the medical/health, dental and vision expenses of the minor children be provided by a parent if it is available at a reasonable cost.

46. The order shall require each parent to share equally all out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the children, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

47. The children's portion of the insurance premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of children in the instant case.

48. The order shall require each parent to share equally all reasonable and necessary uninsured medical expenses incurred for the children, including, but not limited to, deductibles, copayments, prescriptions, office visit fees, and the like.

49. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of the payment.

50. The other parent, upon receiving verification of the other parent's payment of medical expenses incurred for the minor child, shall make payment and/or reimbursement to the other parent within thirty (30) days.

51. Failure to make a payment within thirty (30) days may be deemed as contempt of a valid Court order.

52. For procedures not covered by the insurance but reasonably within the parties' ability to pay, and necessary to the welfare of the minor children, such as orthodontia or mental health evaluation, each party will be required to pay one-half of those costs associated with such treatments or procedures.

53. 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, 42 U.S.C Section 601 *et seq.*, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year.

54. 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. Section 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew of should have known of the change.

CHILDREN AS PERSONAL EXEMPTIONS

55. Rafael will claim L.I.N for tax exemption purposes each year and Dany will claim M.D.N for tax exemption purposes each year. Once L.I.N has either graduated or turns eighteen (18), the parties will alternate M.D.N with Rafael claiming on even numbered years and Dany will claim on

odd numbered years. If a party is not caught up on their court ordered obligation by December 31st, they forfeit their right to claim the minor child for that year.

ALIMONY

56. Neither Party will be entitled to Alimony.

RETIREMENT

57. The parties will keep their own retirement without further claim from the other.

REAL PROPERTY

58. The parties do not have any real property.

FINANCIAL DEBT

59. During the marriage relationship, the parties acquired certain debts and financial obligations which shall be divided herein as follows:

- a. **RAFAEL:** Any and all debt and obligations incurred by Rafael since the parties' separation.
- b. **DANY:** Any and all debt and obligations incurred by Dany since the parties' separation.

60. The parties should notify their creditors, by service upon each creditor of a copy of the Decree Of Divorce hereafter to be entered that, they are divorced, expressly advising such creditors, in writing, of their separate, current addresses, and such creditors shall thereafter be required, in accordance with UTAH CODE ANN. § 15-4-6.5, 1953 (as amended), to provide to the parties individually all statements, notices, and other similar correspondence required by law or under their respective contracts with the parties.

61. Should either party fail so to pay the debts as herein specified and/or notify their

respective creditors or obliges as herein provided, the above-entitled Court may hold such defaulting party in contempt and/or reopen the property division hereunder to compensate the party not otherwise in default, for such failure to pay or notify, and/or fashion any other remedy which the Court deems fair and equitable, including awarding to the non-defaulting party his or her costs and attorney's fees incurred as a result of such default.

62. The parties will pay their own attorney fees.

PERSONAL PROPERTY

63. During the course of the marriage relationship the parties acquired certain items of personal property which should be awarded to the parties as their sole and exclusive property, including their respective personal effects and clothing, and those items of personal property presently in their possession, as the parties have heretofore divided the same.

MUTUAL RESTRAINING ORDER

64. The parties shall not commit or threaten to commit any form of violence against the other party or direct a third party to commit or threaten said violence. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse against the other party.

65. The parties will allow the minor children to have age-appropriate telephonic access to the other within reasonable times. If a phone is used as a punishment, the parties must agree to this when it comes to communication with the other parent that is not practicing parenting time.

MISCELLANEOUS PROVISIONS

66. Dany may restore to her maiden name if she chooses to.

67. Each party should be ordered to execute and to deliver to the other such documents that are required to implement the provisions of the Decree of Divorce hereafter to be entered herein by the Court.

68. Each party should, upon entry of the Decree of Divorce herein contemplated, promptly, at any time or times reasonably required, make, execute, and deliver to any other any further assurance, release, contract, document, and instrument necessary to implement the provisions thereof.

END OF DOCUMENT

ORDER EFFECTIVE IF SIGNED BY THE COURT ON THE TOP RIGHT OF THE FIRST PAGE

APPROVED OF THIS FORM:

BARTLETT & WEBSTER, by,

/S/

MITCHELL OLSEN

Attorney for Dany Rafaela Hernandez Nunez

/S/ Matthew A. Bartlett

MATTHEW A. BARTLETT

Attorney for Rafael Lorenzo Nunez

/S/

ALLISON LIBRETT

Guardian Ad Litem

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TAKE NOTICE that that in accordance with Utah Rule of Civil Procedure 7, the foregoing ORDER will be submitted to the Court at the expiration of 7 days from the undersigned date (plus 7 for mailing) unless an objection as to the form of the order is filed with the Court prior to that time. I hereby certify that on the 22nd day of April 2026, the foregoing order was served on counsel for Dany Rafaela Hernandez Nunez at mitch@olsenfamilylaw.net and the PGAL at Allison@librettlaw.com.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22nd day of April 2026, I caused a true and correct copy of the above and foregoing Decree of Divorce served to the following:

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