



Elysiara Chamberlain (18878)
NELSON JONES, PLLC
330 E Tabernacle Street, Ste B
St. George, UT 84770
Tel: 801.981.8779
Lysi@nelsonjoneslegal.com
Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

MERCEDES DEL CARMEN FRANCO,

Petitioner,

&

AARON JOSUE PEDROZA VALENCIA,

Respondent.

DECREE OF DIVORCE

Case No.244904681

Judge Mow

Commissioner Sager

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THIS MATTER came before the Court on a Petition for Divorce filed by Petitioner. The Court having entered its Findings of Fact and Conclusions of Law, being fully advised in the premises, and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUGED, AND DECREED THAT:

1. General Provisions. The acknowledgments and stipulations herein are dependent upon and made in contemplation of the parties agreeing to and executing this Agreement and the same being approved by the Court. The parties acknowledge the jurisdiction of

this Court, consent thereto, and agree that the Court may enter judgment in accordance with the terms and conditions of the Stipulation.

2. Jurisdiction. Petitioner and Respondent have been actual and bona fide residents of Salt Lake County, State of Utah for at least three (3) months prior to filing this action pursuant to Utah Code § 81-4-402(1).

3. Marriage. The parties were married on December 14, 2019, in Merida, Yucatan, Mexico. The parties separated on May 14, 2024.

4. Grounds. Petitioner shall be granted a divorce from Respondent on the grounds of irreconcilable differences due to unresolved marital problems, making continuation of their marriage impossible.

5. Children. The parties are parents of one (1) child: a. K.A.P.G., born September of 2020

6. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-12 et seq. (1953 as amended), in that Utah is the home state of the minor child at the time of commencement of this proceeding.

7. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Petitioner states upon information and belief, that:

a. The Petitioner has not been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children nor does the Petitioner have information about any custody, child support or parent-time proceeding concerning the minor children in this State or any other state or county.

b. There are no criminal or delinquency cases in any court in this State or any other state or county in which a party or a party's children is a defendant or Respondent.

c. The Petitioner does not know of any person, not a party to these proceedings, who has physical custody of the parties' minor children and who claims to have custody, child support, or parent-time or visitation rights with respect to the minor children.

8. Legal Custody. Mercedes and Aaron shall have joint legal custody of the minor child. The parties shall make joint decisions regarding substantial or significant issues affecting the minor child including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues.

a. The parties shall try to reach joint agreements on all major decisions affecting the child.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) consult with any subject matter experts; and (4) Choose the most sensible solution that considers the needs and interest of everyone involved.

c. If the parties reach an impasse, Mercedes shall have provisional final decision making authority. Mercedes shall communicate her decision in writing to Aaron.

9. Physical Custody and Parent Time. Mercedes shall be awarded sole physical custody of the minor child, subject to Aaron's parent time. Aaron's parent time shall be as the parties agree. If the parties cannot agree, Aaron's parent time shall be set forth herein:

a. Phase One. Starting upon the execution of this Stipulation and continuing for one month:

i. Aaron shall have two weekly in-person visits on days to be decided by the parties. If the parties cannot agree on the days, the visits will take place on Wednesdays and Fridays. The visits will begin at 6:30pm and end at 9:00pm.

ii. Aaron must give Mercedes advanced notice if he cannot make it to the scheduled parent time visit.

iii. Aaron needs to attend the majority of the visits with the minor child.

b. Phase Two: Upon completion of phase one, phase two will last for a duration of 3 months:

i. Aaron shall have one weekly visit for three (3) hours on the weekday decided by him. If he does not choose a day, it will fall on Wednesdays.

ii. Aaron shall have parent time every other weekend according to Utah Code 81- 9-302 without overnights. Parent time will begin on Fridays at 6:00pm and end at 9:00pm. The Saturday visit will begin at

11:00am and end at 8:00pm. The Sunday visit will begin at 1:00pm and end at 8:00pm.

iii. Aaron must give Mercedes advanced notice if he cannot make it to the scheduled parent time visit.

iv. Aaron needs to attend the majority of the visits with the minor child.

c. Once all phases are completed, Aaron's parent time will be as the parties agree. If they cannot agree, his parent time will be pursuant to Utah Code §81-9-302.

10. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall initially be based upon Utah Code Ann §81-9-302, as set forth herein:

a. During the two phases, Aaron will have the ability to exercise his holiday parent time without overnights.

b. Unless the parties agree otherwise, holiday parent time shall be according to the following schedule:

HOLIDAY	HOLIDAY TIME PERIOD	YEARS MERCEDES IS GRANTED HOLIDAY	YEARS AARON IS GRANTED HOLIDAY
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of	ODD	EVEN

	the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	EVEN	ODD
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	ODD	EVEN
Easter (when easter is not part of spring break)	(1) Holiday begins at 9:00 a.m. on the Friday before Easter. (2) Holiday ends at 7:00 p.m. on Easter Sunday.	EVEN	ODD
Memorial Day	Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial	EVEN	ODD

	Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	ODD	EVEN
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	EVEN	ODD
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	ODD	EVEN
Fall Break	1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	ODD	EVEN
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the	EVEN	ODD

	time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes	EVEN	ODD
Winter Break (first half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m	ODD	EVEN
Winter Break (second half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes	EVEN	ODD
Day of Child's birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	EVEN	ODD
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	ODD	EVEN

11. Summer Parent Time. Summer parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be as follows:

- a. Summer parent time will begin the summer after the phases have been completed.
- b. Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time pursuant to Utah Code §81-9-302.
- c. Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Aaron shall provide notice of his intended extended summer parent time by April 1 and Mercedes shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mercedes shall provide notice of her intended extended summer parent time by April 1 and Aaron shall provide notice of his intended extended summer parent time by April 15.
- d. If a parent fails to provide notice as set forth herein within the applicable time period, the complying parent may schedule the extended summer parent time for the noncomplying parent.

12. Virtual Parent Time. Mercedes and Aaron shall be entitled to frequent, uncensored virtual parent time, based on the age of the child, for reasonable times and durations. The parties shall cooperate to encourage virtual parent time with the other parent during their parent time. The child may call either party at any reasonable time.

13. Transportation. Transportation shall be as the parties agree. If the parties cannot agree, the following shall apply:

- a. During the phases, Aaron will provide all transportation for his parent time visitation with the minor child.
- b. Once the phases are complete, the receiving parent shall provide all transportation for the minor child.
- c. School-to-school exchanges shall be utilized whenever possible.
- d. A third party known to the minor child and both parties may pick up or drop off the minor child for exchanges.

14. Relocation. If either party relocates to a distance more than 150 miles from their current residence without first providing notice as required by statute and filing a petition to modify, parent time for the relocating party shall be pursuant to Utah Code Ann. §81-9-209 until further order of the Court or agreement of the parties, as set forth herein:

- a. The non-custodial parent shall have the option to have parent time with the minor child for one weekend every month of the school year at that parent's option.
- b. If there is a holiday that is awarded to the non-custodial parent, that holiday weekend shall be the non-custodial parent's designated weekend with the minor child for that month.

15. Child Support. Child support shall be based upon Utah Child Support Guidelines. For calculation purposes, Aaron has established monthly income in the amount of \$2,947 and Mercedes shall be imputed a monthly income of \$1,257. The Child support Obligation Worksheet is attached hereto as Exhibit "A." Aaron's child support obligation set at \$426 per month.

- a. Monthly Child support shall be payable $\frac{1}{2}$ by the 5th day of each month and $\frac{1}{2}$ by the 20th day of each month.
- b. Unless the Court orders otherwise, support for a children shall terminate at the time: (1) the children becomes eighteen (18) years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the children dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801-805.
- c. Child support payments may be managed by the Office of Recovery Services (ORS).
- d. Aaron owes Mercedes a total of \$5,112 for 12 months of child support.
- e. Aaron will pay this back child support in monthly payments of \$213 over two years to Mercedes via Venmo by the 5th of every month until paid in full.

16. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

- a. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the childcare participating or being honored, and both parties shall be entitled to attend and participate fully;

- b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- c. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the children;
- d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;
- f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;
- g. The parent who has the child in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;
- h. For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an

itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;

i. Both parties shall be restrained from leaving the United States with the child without providing at least thirty (30) days' written notice to the other parent.

The parties shall cooperate to obtain a passport for the minor child. Mercedes shall maintain the passport, but shall make it available to Aaron should he ever wish to travel with the minor child;

j. The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;

k. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;

l. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child;

m. The parties shall not put the child in the middle. The parties shall not discuss adult issues including any legal or financial-related issues with the child;

n. The minor child shall not be used as a messenger;

o. The parties shall maintain safe and appropriate sleeping and living accommodations for the child. Each child shall have his or her own bed;

p. Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

q. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

r. Communication shall only take place over text and be about the minor child and shall not involve third parties.

17. Restraining Order

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

b. 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 the child's best interest.

c. Both parties shall be restrained from discussing custody or parent time issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in

front of or with the child, or from questioning, interrogating, or otherwise “pumping” the child. Neither party shall request or encourage the child to hold back information from the other party which should otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent’s parenting time. e. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

18. Medical, Dental, and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it’s available at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mercedes shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Aaron shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child’s portion of the insurance. The child’s portion of the premium is a per capita share of the premium actually paid. The

premium expenses for the child 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 children in the instant case.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15- 4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child

pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11- 326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7- 107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

g. The minor child currently attends therapy. For one month during phase one, the parties will split equally the cost of the three (3) therapy sessions that the minor child attends. For the second month during phase two, the minor child will attend two (2) sessions that will be split equally by the parties. For the third month during phase two, the minor child will attend one (1) session that will be split equally by the parties. After three months, the parties will review with the psychologist how the minor child is doing and determine if therapy needs to continue.

19. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available for a period of three (3) hours or longer during parent time, and the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct

care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care. This paragraph shall not apply if one party relocates pursuant to Paragraph 14, above.

20. Taxes. The right to claim the children for tax exemption, deduction, or credit purposes shall be as follows:

- a. When the parties file taxes, they will alternate years claiming the minor child.
- b. Mercedes shall be entitled to claim the minor child during even tax years, and Aaron shall be entitled to claim the minor child during odd tax years.
- c. If Aaron is able to file taxes and Mercedes is not, he will claim the minor child and provide Mercedes with half of the return.
- d. If, on December 31 of any year, either party is behind on any of their child support payments ordered pursuant to this Stipulation, the party in arrears shall waive his or her right to claim any minor child for that year.
- e. The parties shall follow all IRS guidelines as to filing status.

21. Property. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

22. Personal property. All personal property not addressed in the divorce should be divided as the parties have already divided it.

23. Debts. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

24. Alimony. No alimony is awarded to either party.
25. Attorney's Fees and Costs. Each party shall pay for his/her own attorney's fees and court costs incurred in this action.
26. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court except for enforcement or emergency actions.
27. Consent to Entry of Decree of Divorce. The parties now agree and consent that a decree of divorce consistent with this agreement will be entered.

--ORDER IS IN EFFECT WHEN SIGNED ON PAGE 1--

Approved as to Form:

/s/ Trevor Fugate

Trevor Fugate
Attorney for Respondent

/s/ Elysiara Chamberlain

Elysiara Chamberlain
Attorney for Petitioner