



Joshua Lucherini, Esq. (16501)
FAIR PRICE LAWYERS
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106
Phone: (801) 999-0104
info@fairpricelawyers.com

Attorney for Rebekah Marie Ortiz

IN THE THIRD JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF SALT LAKE
450 State St., Salt Lake City, Utah 84111

In the matter of the marriage of REBEKAH M. ORTIZ, Petitioner, and JUAN PABLO ORTIZ, Respondent.	DECREE OF DIVORCE Case No. 264900904 Discovery Tier: 4 Judge: Hon. Dianna Gibson Comm.: Hon. Russell Minas
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Before the Court is the above-captioned matter. The Honorable Dianna Gibson is the presiding judge. Petitioner Rebekah Marie Ortiz is represented by Joshua R. Lucherini, Esq. The default of Juan Pablo Ortiz has been entered. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

1. The parties have experienced irreconcilable differences.

CHILDREN

2. The parties have conceived, born, or adopted two *minor* children together.

3. Pursuant to Rule 4-202.02 of the U.C.A. of Judicial Administration, the names, and birth dates of the minor children were submitted to the court on the Non-Public Information-Minors form. The initials, birth month, and birth year of each minor child are as follows: D.O. (May 2009); and J.O. (July 2011).

PARENTAGE

4. Rebekah and Juan are the legal parents of the foregoing children under Utah's Uniform Parentage Act, U.C.A. § 78B-15-101 *et seq.*

OTHER CASES

5. Pursuant to U.R.C.P. 100 of the Utah Rules of Civil Procedure, the UCCJEA, U.C.A. § 78B-13-101 *et seq.* and the Uniform Interstate Family Support Act, U.C.A. § 78B-14-101 *et seq.*, upon information and belief, none of the following cases exist:

- a. a case in which a party to this action or the party's child is the subject of a petition or order involving child custody, child support or parent time;
- b. a criminal or delinquency case in which a party to this action or the party's child is a defendant or respondent; or
- c. a protective order case involving a party to this action.

RESIDENCE(S) OF CHILDREN

6. The subject children currently reside at 9147 West 3200 South Magna, Utah with both parents.

7. Neither Rebekah, and upon information and belief, nor Juan, has participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or parent time with the subject children

8. Upon information and belief, there are no other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

9. Upon information and belief, no other persons, other than the parties herein, claim a right to legal or physical custody of or parent time with the subject children.

PRIMARY CARETAKER

10. Rebekah is the primary caretaker of the subject minor children. Rebekah prepares and plans the children's meals; baths, grooms, and dresses the children; purchases, cleans and cares for the children's clothes; provides medical care; arranges social interactions; arranges alternative care; puts the children to bed and attends to the children during the night; disciplines the children; and teaches the children skills.

CHILD CUSTODY

11. Rebekah shall have sole legal custody of the subject children.

12. The parties shall follow the statutory advisory guidelines contained in U.C.A. Section 81-9-202.

13. Rebekah shall have sole physical custody of the subject children.

PARENTING PLAN

14. The parties shall abide by the following parenting plan:

*****START OF PARENTING PLAN*****

15. Regular Residential and Parent-Time Schedule: The parties shall follow the parent-time schedule described in U.C.A. § 81-9-302, with Rebekah being the custodial parent for purposes

of interpreting the parent time schedule. **A copy of this parent time statute is included at the end of the petition.**

16. Holiday Parent Time Schedule (Equal Parent Time Schedule): The parties shall follow the holiday parent-time schedules set forth in Utah Code § 81-9-302, with Rebekah being the custodial parent for purposes of interpreting the holiday schedule.

17. Extended Summer Parent-Time Schedule: For extended summer parent-time, the parties shall notify each other prior to April 1st each year as to when they want to exercise their extended summer parent-time. Rebekah shall have first pick during even years, and Juan shall have first pick during odd years.

18. Parent-Time Exchanges: Unless otherwise agreed, parent time exchanges shall occur curbside at the receiving parent's residence. A stepparent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent and the child are aware of the identity of the individual, and the receiving parent will be with the child within a reasonable amount of time. The parties shall endeavor to have the child ready for parent-time with the other party. The parties shall bear their own transportation costs associated with parent time exchanges.

19. Decision-Making Authority: Day-to-day and emergency decisions involving the children shall be made by the parent who is with the children at that time. If the parties disagree on a significant decision regarding the children, e.g., education, healthcare, and religious upbringing, Rebekah shall have presumptive decision-making authority subject to the other party's right to request mediation.

20. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the children, including disputes regarding e.g., education, healthcare, and religious upbringing. Upon request, both parties shall cooperate to schedule the mediation within a reasonable time; shall participate in mediation in good faith; and shall pay equal shares of the mediator's fees. If the parties cannot agree on which mediator to use, then Utah Dispute Resolution shall be used. If after mediation the matter is still unresolved, either party may request that the court decide the matter. Utah Dispute Resolution is a low-cost alternative. They usually have good availability as well. To learn more, visit <https://www.utahdisputeresolution.org> or call (801) 532-4841.

21. Residence for Purposes of Determining Children's School: Rebekah shall be the residential parent for the purpose of determining where the children will attend school.

22. Virtual Parent-Time: Each party shall have the right to contact the children by phone at reasonable times and for reasonable lengths as agreed. The parties shall not censor, unreasonably monitor, and/or interfere with the children's communications with the other parent. The parties shall encourage the children to participate in said phone calls. If the parties cannot agree, then a phone call may take place once between 8 a.m. and 8 p.m. This call will not be unreasonably denied by the residing parent, as long as it does not conflict with existing plans, scheduled events, or interfere with the children's customary routine, thereby causing emotional discomfort.

23. Surrogate Care Providers: Each parent shall provide all surrogate providers, e.g., daycare providers, with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

24. Car Seats and Booster Seats: The children shall be secured in a restraint device, such as a car seat or a booster seat, in compliance with U.C.A. § 41-6a-1803, while being transported in any motor vehicle capable of installation of said device, e.g., any passenger car, truck or sport utility vehicle.

25. Relocation: In the event a party decides to move more than 150 miles away from the residence of the other parent, the moving parent will provide to the other parent, if possible, 60 days advance written notice of the intended move, affirming that: (1) the parent-time provisions in U.C.A. § 81-9-209 or a schedule agreed to by the parties will be followed; and (2) the moving parent will not interfere with the other's parent-time rights. If the moving parent fails to notify the other parent of the intended move, then the moving parent can be found in contempt of court. The parties will modify the parenting plan, including transportation costs, in light of the best interests of the children, considering also the provisions of U.C.A. § 81-9-204.

26. Overnight and Out-of-State Travel: For emergency purposes, whenever a child travels with either parent overnight or out-of-state, all the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the 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 child's location.

27. School Fees: The parties shall share equally the cost of all mandatory school fees incurred regarding the children.

28. Extracurricular Activity Expenses: The parties shall share equally the cost of all the children's extracurricular activities agreed to in writing by the parties.
29. Mutual Restraining Orders: Regarding child custody, child support, parent-time and co-parenting matters:
- a. Communications between the parties regarding child custody, child support, parent-time and co-parenting matters must be civil and respectful.
 - b. The parties must not discuss this case or make negative or harmful remarks about each other in the presence of the subject minor children; must not allow other people to do so; and must remove the children from a situation in which someone persists in doing so.

*****END OF PARENTING PLAN*****

BEST INTERESTS OF THE CHILDREN

30. The custody and parent time requested herein is in the best interests of the children considering, *inter alia*, the factors listed in U.C.A. § 81-9-204.

CHILD SUPPORT

31. A child support order pursuant to the guidelines set forth in the Utah Child Support Act is requested.
32. Rebekah is employed. Rebekah's gross monthly income is \$2,300.
33. Juan is employed. Juan's gross monthly income is \$9,100.
34. Juan's base child support amount using the sole custody calculation is \$1,660.00 per month.
35. A Child Support Worksheet has been filed herein.

36. Juan shall pay \$1,660.00 per month for child support.
37. The amount of child support requested is consistent with the guidelines.
38. Pursuant to U.C.A. § 81-6-201 through 214, the parties shall abide by the following statutory requirements concerning the payment of child support:
- a. Support for each child terminates at the time the 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.
 - b. Support for each child terminates at the time the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 80-7-102.
 - c. Child support payments shall begin the month immediately following the entry of the order for child support.
 - d. Unless the parties agree to payment directly from the obligor to the obligee, the party entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives

- notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.
- e. Any Office of Recovery Service fee shall be paid by the payor of child support. If the payee is the ORS applicant and the fee is withheld by ORS from payments to the payee, the payor shall reimburse the payee for the fee.
 - f. The issue of child support arrearages may be determined by further judicial or administrative process.
 - g. Each of the parties is under mutual obligation to notify the other party within thirty (30) days of any change in monthly income.
 - h. The party seeking to claim the children on their taxes for a given tax year must be current on their child support obligations by December 31st of that tax year.
39. The parties shall notify each other within 30 days of any change in their income which is substantial enough to modify the child support obligation according to the guidelines.
40. Each party is entitled to request income verification from the other party once per year for the purpose of determining whether the current child support obligation is consistent with statutory guidelines, which may be in the form of either a tax return or a year-to-date pay stub covering a sufficient number of months to provide an accurate estimate of the party's gross monthly income.

CHILDCARE EXPENSES

41. Pursuant to U.C.A. § 81-6-209, the parties shall abide by the following statutory requirements concerning the payment of childcare expenses:

- a. The parties shall share equally any reasonable work-related childcare expenses of the parents.
- b. If an actual expense for childcare is incurred, a parent shall begin paying their share on a monthly basis immediately upon presentation of proof of the expense, but if the 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 Court's order.
- c. A parent who incurs a childcare expense shall provide written verification of the cost and identity of the provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- d. The parent shall notify the other parent of any change of the childcare provider or the monthly expense within 30 calendar days of the date of the change.
- e. A parent incurring a childcare expense may be denied the right to receive credit for the expense or to recover the other parent's share of the expense if the parent incurring the expense fails to properly notify the other parent.

CHILD HEALTHCARE EXPENSES

42. Pursuant to U.C.A. § 781-6-208, the parties shall abide by following statutory requirements concerning the payment of child healthcare expenses:

- a. Both parents must ensure that health insurance is maintained for the subject minor children when available at reasonable cost.

- b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for a subject minor child's portion of the insurance.
- c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, therapy, counseling, and dental expenses, including deductibles, co-insurance and co-payments, incurred for the subject minor children and actually paid by a party.
- d. The party who incurs healthcare expenses shall provide written verification of the cost and payment of those healthcare expenses to the other party within 30 days of payment.
- e. A party incurring healthcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.
- f. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and the Office of Recovery Services, if ORS is providing collection services, within 30 days of any change of coverage.
- g. If, at any point in time, a subject minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Juan shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Rebekah shall be secondary coverage for the minor child.
- h. If a parent remarries and the minor 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 child.

TAX EXEMPTIONS, DEDUCTIONS & CREDITS FOR DEPENDENT CHILDREN

43. Rebekah shall have the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor children in every year.

DIVISION OF PERSONAL PROPERTY

44. Rebekah shall be awarded the 2011 Honda Pilot, and Juan shall be awarded the 2011 BMW. All other personal property not specifically mentioned herein shall be equitably divided between them.

DIVISION OF ASSETS

45. Each party shall receive the entirety of the funds in financial accounts and other intangible assets held solely in their own name.

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

46. The parties do not have any retirement assets and/or accrued benefits which are subject to division herein.

DIVISION OF REAL PROPERTY

47. The parties shall do, and abide by, the following regarding 9147 West 3200 South Magna, Utah:

- a. The parties shall list the property for sale with a licensed real estate broker agreed upon by the parties for a reasonable price and for a reasonable period of time until the property is sold. If the parties cannot agree on which real estate broker to hire, Rebekah shall have the final say.

- b. The parties shall consider every reasonable offer from any prospective buyer and will accept the highest offer within a reasonable time.
- c. The parties shall receive the following percentage shares of the equity realized from the sale of the property:
 - i. Rebekah: fifty percent (50%)
 - ii. Juan: fifty percent (50%)
- d. Equity shall be defined as the sale price of the property minus any encumbrances on the property (first and second mortgage) and costs of sale, if applicable.
- e. Both parties shall service any mortgage and/or home equity loan debt associated with the property until it is sold.
- f. Both parties shall have the right to occupy the property until it is sold.
- g. The parties shall maintain the marital home in a show ready condition to be presented to any prospective buyer.
- h. Neither party will commit waste or otherwise diminish the value of the property.
- i. The parties shall share equally the cost of having the property appraised.

DIVISION OF DEBTS

48. Each party shall be solely responsible for any debts or obligations incurred in their own name during the marriage and they shall hold the other party harmless regarding said debts or obligations.

ALIMONY

49. Juan shall pay Rebekah alimony in the amount of \$1,200 per month for a period of one hundred twenty (120) months, with the first payment being due on the first day of the first month following the parties' divorce.

50. Said amount of alimony is equitable considering the parties' marital standard of living, their respective financial resources, and the following facts and circumstances:

- a. The parties have been married for nineteen years, and they have born three children together.
- b. The total of the parties' average monthly marital expenses during the marriage was \$5,500.
- c. Rebekah's net monthly income is approximately \$2,000.
- d. Juan's net monthly income is approximately \$8,200
- e. Rebekah will be unable maintain her marital standard of living during the pendency of these proceedings and following dissolution of the marriage due to an expected a monthly financial deficit of \$3,500.
- f. Juan has the financial ability to pay the requested alimony.
- g. Rebekah has requested sole custody of the subject minor children requiring support.
- h. Rebekah directly contributed to an increase in Juan's skill by paying for education received by Juan or enabling Juan to attend school during the marriage.

51. Said alimony obligation shall commence the month immediately following entry of the order. The payment schedule shall be one half by the 5th day of each month, and the other half by the 20th day of each month. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day

of the month. If the Office of Recovery Services is used to collect alimony, their payment schedule will be followed.

52. A party's retirement is not a substantial material change in circumstances that is subject to a petition to modify alimony.

DIVISION OF BUSINESS ASSETS & DEBTS

53. The parties do not have any business assets or debts which are subject to division herein.

LIFE INSURANCE POLICIES

54. Rebekah is not aware that either party has a life insurance policy.

NAME CHANGE

55. Rebekah's name shall be changed to "Rebekah Marie Finley", if she so chooses.

ATTORNEY'S FEES

56. Each party is responsible for his or her own attorney's fees and costs incurred herein.

57. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

SERVICE MEMBERS RELIEF ACT APPLICABILITY

58. Neither party is on active duty with the military and the Servicemembers Civil Relief Act contained in 50 U.S.C. App. §§ 501 et seq. does not apply.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE