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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 DIEGO MARTINEZ, Petitioner, and VIVIAN CONTRERAS, Respondent.	DECREE OF DIVORCE Case No. 254906301 Discovery Tier: 4 Judge: Hon. Adam Mow Comm.: Hon. Kim Luhn
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Before the Court is the above-captioned matter. The Honorable Adam Mow is the presiding judge. Petitioner Diego Martinez is represented by Joshua R. Lucherini, Esq. Respondent Vivian Contreras is represented by Vivian Contreras.

1. On May 5, 2026, the parties reached a settlement agreement settling all the issues raised in the pleadings.
2. The parties' settlement agreement has been filed herein.
3. The Court entered Findings of Fact and Conclusions of Law in this matter.
4. 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

5. The parties have experienced irreconcilable differences.
6. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

CHILDREN

7. The parties have conceived, born, or adopted four children together: I.S.M. (August 2016), L.S.M. (May 2018), D.R.M. (May 2022), A.V.M. (October 2024).

PARENTAGE

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

CHILD CUSTODY

10. The parties shall share joint legal custody of the subject children.
11. The parties shall follow the statutory advisory guidelines contained in U.C.A. Section 81-9-202.
12. The parties shall share joint physical custody of the subject children.

PARENTING PLAN

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

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

14. Regular Residential and Parent-Time Schedule: The parties shall exercise parent-time with the children as mutually agreed. If they are unable to agree, they shall follow the equal

parent-time schedule set forth in U.C.A. § 81-9-305, with Diego designated as the custodial parent for purposes of interpreting the schedule. The schedule shall be modified so the parties follow a week-on, week-off parent-time arrangement, with exchanges occurring at 3:00 p.m. on Sundays.

15. Holiday Parent-Time Schedule: The parties shall follow the holiday parent time schedule described in U.C.A. § 81-9-302.

16. Extended Summer Parent-Time Schedule: Pursuant to U.C.A. § 81-9-305, each parent shall have two weeks of uninterrupted parent time in the summer with the children. The parties shall notify each other prior to April 1st each year as to when they want to exercise their extended summer parent-time. Diego shall have first pick during even years, and Vivian shall have first pick during odd years.

17. 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.

18. 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 are unable to agree on a significant decision regarding the children—such as education, healthcare, or religious upbringing—they shall consult an appropriate professional, such as a teacher, counselor, or

pediatrician. If they remain unable to agree after seeking such input, they shall participate in at least one session of mediation in good faith to resolve the issue. If no agreement is reached following mediation, either party can request that the Court make or modify the decision.

19. 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.

20. Residence for Purposes of Determining Children's School: Diego shall be the residential parent for the purpose of determining where the children will attend school. Should the children attend school outside either parent's residential boundaries, the parties will work together to get a permit so the children can attend the schools they are currently enrolled in.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. Extracurricular Activity Expenses: The parties shall share equally the cost of all the children's extracurricular activities agreed to in writing by the parties.

28. 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

29. 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

30. A child support order pursuant to the guidelines set forth in the Utah Child Support Act is requested.

31. Diego is employed. Diego's gross monthly income is \$5,000.

32. Vivian is currently unemployed but is capable of working full-time and earning at least the federal minimum wage, which equates to \$1,257 per month. For purposes of calculating child support, Vivian agrees that income shall be imputed to her in the amount of \$1,257 per month.
33. Diego's base child support amount using the joint custody calculation is \$521.00 per month.
34. A Child Support Worksheet has been filed herein.
35. Diego shall pay \$521.00 per month for child support.
36. The amount of child support requested is consistent with the guidelines.
37. 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.

CHILDCARE EXPENSES

38. 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

39. 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 Diego shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Vivian 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

40. The parties shall share the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor children. Diego shall have the right to claim I.S.M. (August 2016) and L.S.M. (May 2018) in every year. Vivian shall have the right to claim D.R.M. (May 2022) and A.V.M. (October 2024) in every year. After I.S.M. (August 2016) can no longer be claimed as a dependent, Diego shall have the right to claim L.S.M. (May 2018) every year and D.R.M. (May 2022) in even years. Vivian shall have right to claim A.V.M. (October 2024) every year and D.R.M. (May 2022) in odd years. After L.S.M. (May 2018) can no longer

be claimed as a dependent, Diego shall have the right to claim D.R.M. (May 2022) every year and Vivian shall have right to claim A.V.M. (October 2024) every year. After D.R.M. (May 2022) can no longer be claimed as a dependent, the parties shall alternate the right to claim A.V.M. (October 2024) as a dependent on their taxes, with Diego having the right regarding even tax years and Vivian regarding odd tax years.

DIVISION OF PERSONAL PROPERTY

41. The parties' personal property shall be divided as they have already divided it.

DIVISION OF FINANCIAL ACCOUNTS & OTHER INTANGIBLE ASSETS

42. The parties' nonretirement financial accounts and other intangible assets shall be divided as they have already divided them, with the exception of the proceeds of the Marital Home which is discussed in Paragraph 50 and 51.

43. Vivian shall retitle the 2010 Ford Flex currently in her possession, which is titled in Diego's name, into her own name and obtain liability insurance for the vehicle within thirty (30) days of the parties' divorce. She shall provide proof to Diego that the vehicle has been retitled.

DIVISION OF RETIREMENT ASSETS & ACCRUED BENEFITS

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

DIVISION OF REAL PROPERTY

45. The real property located at 5571 South Dale Amour Drive Salt Lake City, Utah (hereinafter "Marital Home") has been sold, and the proceeds are subject to equitable division herein.

46. After payment of all marital debts from the proceeds of the sale of the Marital Home, \$49,742 remains of the proceeds. Within seven (7) days of the parties' divorce, Diego shall deliver to Vivian a cashier's check in the amount of \$24,871, representing her share of the remaining proceeds.

DIVISION OF DEBTS

47. The parties have no remaining marital debts to be divided herein.

ALIMONY

48. Neither party shall be awarded alimony because both parties are capable of providing themselves a standard of living similar to the marital standard of living.

DIVISION OF BUSINESS ASSETS & DEBTS

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

LIFE INSURANCE POLICIES

50. Neither party has any life insurance policies.

ATTORNEY'S FEES

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

52. 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.

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

Approved by:

Dated:

/s/

Vivian Contreras
Representing Vivian Contreras
Signed by Joshua Lucherini with permission of Vivian Contreras.

RULE 7(j)(4) NOTICE

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I certify that I served this Order on the following person(s) by the method, at the address, and on the date indicated below:

Person's Name: Vivian Contreras (Respondent)

Service Method: emailed

Service Address: Vivian06mz01@gmail.com

Service Date: May 6, 2026

Dated: May 6, 2026.

/s/ Joshua Lucherini
Joshua Lucherini, Esq.