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

In the Matter of the Marriage of:

GENESIS LUMITA MARTINEZ
CASTELLANOS,

Petitioner,
and

JOSE LEONARDO CHIRINOS PEREZ,

Respondent.

DECREE OF DIVORCE

Civil No. 254906336

Judge Amber M Mettler

Commissioner Renee Blocher

The above-entitled matter came before the Honorable Judge Mettler Petitioner, Genesis Lumita Martinez Castellano, (herein after referred to as “Genesis” or “Petitioner”) was represented by Kent R. Cottam, LEGAL AID SOCIETY OF SALT LAKE. Respondent, Jose Leonardo Chirinos Perez, (herein after referred to as “Jose” or “Respondent”) was served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Jose's default. Genesis has attended the Mandatory Divorce Education Course and said attendance has been waived for Jose. 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. Genesis is hereby awarded a Decree of Divorce from Jose, such to become final upon signature and entry herein.

Provisions Relating to the Child of the Marriage

2. There has been one (1) minor child born as issue of this marriage, to wit: “J.J.C.M. born September of 2019”.

3. Pursuant to Rule 100 Utah Rules of Civil Procedure, Genesis states, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

4. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 78B-13-101 *et seq.* in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

c. Genesis knows of the following criminal, delinquency or protective order cases involving a party or the parties' child:

i. Third Judicial District, Salt Lake County, State of Utah, Case Number 241906151 State Felony, State of Utah vs. Jose Leonardo Chirinos Perez, Judge Adam Mow, presiding. Aggravated Assault-3rd Degree Felony, Stalking- Current or former cohabitant, 3rd Degree Felony.

d. Genesis does not know of any person, not a party to these proceedings who has physical custody of the minor child or who claims rights of legal custody or physical custody of, or visitation with, the minor child.

Provisions Relating to Child Custody and Parent-Time

5. Genesis shall be awarded the sole legal custody and sole physical custody of the parties' minor child.

6. Given a current arrest warrant (at time of the filing of this action) for Jose in criminal case 241906151, parent time should be suspended until further order of the Court.

a. Both parents should be mutually restrained from disparaging the other in the presence of the minor child or on social media and shall prevent third parties from doing the same.

b. Both parents should be mutually restrained from harming or threatening harm to the other party and should prevent third parties from doing the same.

c. Both parents should be mutually restrained from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor child and shall prevent third parties from doing the same.

d. Both parents should be mutually restrained from smoking cigarettes, e-cigarettes, vapes, etc. immediately before and during all periods of parent-time with the minor child and shall restrain third parties from doing the same.

e. Both parents shall keep the other apprised of their current address, telephone number, and email address at all times.

f. Jose shall be restrained from removing the minor child from the State of Utah without Genesis's written consent.

Provisions Relating to Child Support Payments

7. Genesis is employed, earns \$19.00 per hour, works 40 hours per week and therefore grosses \$3,293.33 per month.

8. Upon information Jose is employed, earns \$18.00 per hour, works 40 hours per week and therefore grosses \$3,120.00 per month.

9. Pursuant to Utah Code § 81-6-202 Jose should be ordered to pay child support to Genesis commencing December 1, 2025, the first day of the first month following the filing of the Petition for Divorce, as follows:

a. The sum of \$377.00 per month as base support for the minor child of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Jose should make child support payments directly to Genesis.

d. Pursuant to Utah Code § 81-7-102 all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Jose. If Genesis is the ORS applicant and the fee is withheld by ORS from payments to Genesis, Jose shall reimburse Genesis for the fee.

g. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

Provisions Relating to Health Insurance

10. Pursuant to U.C.A. § 81-7-102, the parent(s) should provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

- a. Both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium 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 minor children of the parties in this case.
- b. Both parties should share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.
- c. The parent ordered to maintain insurance should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
- d. A parent who incurs medical, dental, orthodontic, or optical expenses should provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.
- e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.
- f. The parent to whom written verification is provided should reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Child Care Expenses

11. Pursuant to Utah Code § 81-6-209, both parties should share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent should begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses should provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent should notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. The parent to whom written verification is provided should reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Life Insurance

12. Jose should obtain a life insurance policy on Jose's life, so long as such is available at a reasonable cost or through Jose's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. Jose should maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Respondent should irrevocably designate the parties' minor child as a beneficiary or

as beneficiaries on said life insurance policy, and designate Genesis as the trustee for said minor child.

Provisions Relating to Debts and Obligations

13. The parties have no outstanding debts or obligations.

Provisions Relating to Personal Property

14. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties should be awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

15. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

16. Neither party should be awarded alimony.

Provisions Relating to Pension and Related Assets

17. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Restraining Order

18. Jose has physically abused or threatened physical abuse to Genesis. Such conduct by Jose constitutes a threat of immediate harm to Genesis. Therefore, Jose should be restrained from bothering, harassing, annoying, threatening, or harming Genesis at Genesis's place of residence, employment or any other place and the following order should be entered:

THE SALT LAKE CITY POLICE, SALT LAKE COUNTY SHERIFF, CONSTABLE OR OTHER APPROPRIATE PEACE OFFICER SHOULD BE DIRECTED TO RENDER ANY NECESSARY ASSISTANCE TO GENESIS. FURTHER, VIOLATION OF ANY OF THE PROVISIONS MENTIONED HEREIN SHOULD BE DEEMED CONTEMPTUOUS, AND JOSE SHOULD BE PUNISHED ACCORDINGLY.

Taxes

19. Genesis should be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in odd numbered years. Providing that Jose is current in all child support obligations herein and current in all other financial obligations herein, Jose should be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns in even numbered years.

a. In the event Jose is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Jose, Genesis should be entitled to claim the parties' minor child as an exemption for the purpose of filing federal and state income tax returns for said tax year.

Attorney's Fees

20. Based upon Genesis's need to hire counsel and bring this action before the Court and consistent with U.C.A. § 81-1-203 Jose should be ordered to pay Genesis's attorney fees and Genesis be awarded judgment against Jose for attorney fees in the amount of \$350.00 if this matter is uncontested. In the event that the matter is contested, Jose should pay an additional reasonable sum as may be deemed appropriate.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of July 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served [] via the court's electronic filing system, [x] by mail postage prepaid, [] via hand-delivery, [] via facsimile, [] via e-mail, as addressed, to:

Jose Leonardo Chirinos Perez
759 W Center Street
Midvale, Utah 84047

Genesis Lumita Martinez Castellanos
182 N 900 W
Salt Lake City, Utah 84116

/s/ *Angelica Morales*

Angelica Morales, Paralegal to
Kent R. Cottam, Attorney for Petitioner