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

In the Matter of the Marriage of
VICTORIA MARTINEZ, Petitioner,
and
TAANO MARTINEZ, Respondent.

DECREE OF DIVORCE

CIVIL NO. 254900054
JUDGE CHARLES STORMONT
COMMISSIONER MICHELLE
BLOMQUIST

WHEREFORE, the Court having entered its *Findings of Fact and Conclusions of Law*,
and previous pleadings submitted to the Court, and for other good cause appearing, hereby,
ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

ADMINISTRATIVE PROVISIONS

1. This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A. §78A-5-102 (general jurisdiction of district courts), U.C.A. §81-4-401 et seq. (general authority of district courts respecting divorce actions), U.C.A. §78B-14-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and U.C.A. §78B-13-101 et seq. (the Uniform Children Custody Jurisdiction & Enforcement Act ("UCCJEA")).
2. Petitioner Victoria Martinez (hereinafter "Victoria") and Respondent Taano Martinez (hereinafter "Taano") are bona fide residents of Salt Lake County, State of Utah, and have been for at least three (3) months prior to the filing of this action.

3. Victoria and Taano are husband and wife, having been married on May 27, 2013, in Davis County, Utah.
4. The parties have one (1) minor child born of this marriage, to wit:
 - a. T.N.M., born September 23, 2014.
 - b. No other children are expected to be born of this marriage.
5. The minor child has resided in Salt Lake County for at least six (6) months prior to this action, and Utah is the home state of the minor child.
6. Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this action, there are no actions that deal with child custody and parent time issues, and the parties are unaware of any proceedings for custody, child support, parent-time, a protective order or a criminal or delinquency case pending in regard to the minor child filed or pending in a court of Utah or any other state.
7. Neither party knows of a person who is not a party to this proceeding who has physical custody of the minor child, or who claims to have custody or parent-time rights with respect to the minor child.
8. Neither party is currently receiving state benefits.
9. The parties believe all of the following to be fair, just, and in the best interest of the minor child.
10. The parties shall be granted a divorce based upon their irreconcilable differences.

PARENTING PLAN

11. Legal Custody: It is in the best interests of the parties' minor child that Victoria be awarded sole legal custody.

12. Religion: The minor child has already been baptized and shall not be baptized again unless the parties otherwise agree.

13. Each parent shall be entitled to make the day-to-day decisions concerning the minor child while he is in the care of such parent.

14. Each party shall have absolute and complete access to all educational and medical records of the child. Both parents agree to provide notice to the other parent of issues relating to any illness, accident, or other circumstance that affects the child's health and welfare as soon as reasonably possible.

15. Physical Custody. It is in the best interest of the parties' minor child that Victoria be awarded sole physical custody.

16. Taano shall submit to psychological and substance abuse assessments with Dr. Karen Nickl and shall engage Dr. Nickl within 14 days. Victoria shall be entitled to provide input to Dr. Nickl, including providing Dr. Nickl with any relevant documents, materials, and witnesses that are informative of her concern's for Taano's mental health and substance abuse in the context of the assessments. Both parties shall be entitled to the reports from the psychological and substance abuse assessments upon Dr. Nickl's completion of her respective investigations.

17. If Dr. Nickl does not accept the appointment, then the parties shall confer within 7 days to discuss an alternative professional for the testing. If the parties are unable to agree on alternative professional then the selection of the testing professional be submitted to the Court for decision.

18. Taano shall provide his prescription information from his medical provider for his Ritalin prescription that reflects what his expected therapeutic level should be consistent with the

amount of medication he has been prescribed. Taano shall also provide information from his medical provider indicating whether the prescription he has is not interfering with his ability to parent and how this prescription is to be administered. Specifically, whether Taano's prescribed Ritalin can be injected or if such route of administration is against medical advice, or otherwise not what his prescriber has suggested. Taano shall provide this information to Victoria within 14 days of this Agreement.

19. Taano shall submit to drug testing at Transmetron, or other reputable drug testing facility designated by Victoria, upon Victoria's request.

a. The drug testing shall occur via urinalysis so long as such testing method can provide the detectable level of any detected substance. If Victoria is unable to find a facility that can identify the detectable level of a substance via urinalysis, then Victoria may request up to one fingernail test per year in addition to Taano's obligation to submit to urinalysis.

b. Taano shall submit to testing within 24 hours of Victoria's request.

c. The test results should be emailed directly from the testing agency to Victoria.

d. Victoria shall pay the upfront cost of the test, but the test shall be at Taano's expense if the test is positive and Victoria's expenses if the test is negative. If the test results are positive, then Taano shall reimburse Victoria within 14 days of the test results.

e. Once Taano's supervised parent-time restriction has been lifted (as described below), Taano has not had any positive tests (or otherwise elevated

beyond his prescribed amount) for a one year period, Taano has not had any other substance abuse issues, and Taano has demonstrated that he is adequately managing any mental health concerns, then he may seek that the drug testing requirement be lifted one year after the entry of the *Decree of Divorce*.

20. Parent-Time: Taano shall have supervised parent-time until it is appropriate to lift the supervision requirement, as determined by the agreement of the parties or order of the Court.

a. Taano's supervised parent-time shall be for two hours and shall occur twice a week.

b. Taano's parent-time shall be supervised by a mutually agreeable third party or by a professional supervisor, who shall maintain line of sight and remain within hearing distance. The parties agree that the following are agreeable supervisors:

- i. Wayne Rapley;
- ii. Stephen Edwards;
- iii. Ron Rice;
- iv. Clayton Stephenson; and
- v. Jeff Kochvar.

c. If Victoria proposes a supervisor, then Taano shall be entitled to meet with them prior to his agreement use the proposed supervisor.

21. Taano may seek the Court's review to lift the supervision requirement or otherwise increase his parent-time after the following criteria are met:

- a. Taano has completed the psychological and substance abuse assessments;
- b. Dr. Nickl has issued the written reports for the psychological and substance abuse assessments along with a status report on Taano's ability to exercise parent-time;
- c. Taano has complied with all recommendation for mental health treatment, if any, including those resulting from the psychological assessment;
- d. Taano has consistently exercised the supervised parent-time for at least three months three months;
- e. Taano has provided the information, as described above, from his medical provider describing the appropriate use and administration of his prescribed medication, and therapeutic range; and
- f. Taano has been taking his medication only as prescribed as verified by a drug test, which means that the detectable level is within the therapeutic range.

22. Thereafter, parent-time shall be as the parties agree, but if they cannot agree then Taano shall have parent-time in accordance with U.C.A. § 81-9-302.

23. Unless otherwise agreed upon, parent-time exchanges shall occur at the Harmons located at 125 13800 South, Draper, Utah 84020. When Taano's parent-time is supervised, parent-time exchanges shall occur between Victoria and the supervisor.

24. Holidays: The holiday parent-time shall be as the parties can agree, but if the parties are unable to agree then holidays shall follow U.C.A. § 81-9-302 once Taano's supervision

requirement is lifted, with Victoria designated as the custodial parent for the application of the holiday parent-time schedule.

25. Extended Parent-Time: The parties shall have extended summer parent-time in accordance with U.C.A. §§ 81-9-302 once Taano's supervision requirement is lifted.

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

27. Telephone, Mail, & Email Contact: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored/uncensored telephone, videophone, skype, mail, and e-mail contact with the minor child at reasonable hours and for reasonable duration(s) (which shall be based upon each child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child.

28. Relocation: If either party intends to relocate to a location that makes the current custody arrangement impracticable, then the parties shall follow all the provisions required by U.C.A. § 81-9-209.

29. Mutual Restraining Orders: Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of the child; speaking to the child about the issues in this case; attempting to influence the child's preference regarding custody or visitation; or attempting to diminish the love and affection of a child for the other parent.

30. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

31. Both parties shall communicate with each other in a civil manner at all times.

32. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances.

33. Neither party shall drink to the level of intoxication, use any illicit substance or non-prescribed medication, or otherwise abuse a mind-altering drug at all times the minor child is in their custody, control, and care.

CHILD SUPPORT AND EXPENSES

34. Taano shall pay Victoria child support pursuant to the Utah Child Support Act, U.C.A. §81-6-10, et seq. Taano's child support obligation shall be calculated based upon the sole physical custody worksheet, based upon Taano's imputed gross monthly income of \$4,506.00 and Victoria's gross monthly income of \$4,160. Accordingly, Taano's child support obligation shall be \$496.00 per month which shall commence July 1, 2026.

35. Child support for the minor child shall continue until the month that a child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of U.C.A. § 81-6-213.

36. Pursuant to U.C.A. § 81-6-212(5) the parties have a right to adjust the base child support order by motion after three years from entry of this agreement if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

37. Pursuant to U.C.A. § 81-6-212(3) and (4), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

38. Medical and Insurance Costs: The parties shall provide health care coverage for the medical expenses of the minor child. Victoria shall maintain healthcare insurance for the minor child so long as it is available through her employment at a reasonable cost. Otherwise, the party who can obtain the best coverage at the most reasonable cost shall be the party to carry insurance for the minor child.

39. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor child's portion of the medical and dental insurance as provided in U.C.A. § 81-6-208.

40. Pursuant to U.C.A. §81-6-208(9), at any time when the parties are sharing the cost of the health insurance premium, the minor child's portion of the premium is a per capita share 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 coverage.

41. Both parents shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor child, in accordance with U.C.A. § 81-6-208.

42. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the child. If a parent uses an out-of-network provider, they shall get the permission of the other parent first, or they shall be solely responsible for any costs.

43. The party incurring a healthcare expense on behalf of the minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

44. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

45. A parent incurring medical 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 provide the above verification within the thirty-day time period.

46. Pursuant to U.C.A. §§15-4-6.7, 30-2-5, and 30-2-5(1)(c) (1953 as amended), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to U.C.A. §§ 81-4-406 and 81-2-204, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

47. Therefore, each party shall:

- a.** Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- b.** Notify the particular creditor of that party's current address;
- c.** Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a 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 that parent under the order.

48. Victoria and Taano shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

49. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year.

50. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

51. Pursuant to U.C.A. §78B-12-212(2)(c), if at any time a minor child is covered by both parents' health, hospital, or dental insurance plans Victoria's health, hospital, or dental insurance plan shall be considered the primary insurance coverage and Taano's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

52. Childcare: The parties shall share equally in any and all reasonable, work-related daycare expenses provided by a daycare provider incurred for the minor child as provided in U.C.A. § 81-6-209. The parties shall first consider surrogate care provided by agreeable family members, which is presumed to be provided at no charge.

53. Additional Child Costs: The parties shall share equally the costs of extracurricular activities for the child so long as both parents agree to the activity in writing. The parties shall equally divide the child's school costs, including registration, school lunches, and fees. The parties shall also work together to cover any additional agreed-upon costs for the child (this may include, if the parties agree, phones, car insurance, vehicles, etc.)

54. Taxes: The parties shall file jointly for the 2024 tax year and Victoria shall assume the resulting liability therefrom, which is part of a global resolution set forth herein but specifically in exchange for Taano waiving claim to Victoria's cryptocurrency. Taano shall complete the 2024

tax forms, which have been provided to him. Thereafter, the parties should file separately beginning with the 2025 tax year.

55. The parties shall share equally in claiming the minor child for tax purposes. Victoria shall be entitled to claim the minor child in even years and Taano shall be entitled to claim the minor child in odd years. Taano's ability to claim the minor child is subject to his child support obligation remaining current U.C.A. § 81-6-210.

FINANCIAL ACCOUNTS

56. Each party shall be awarded the financial accounts in their own name.

57. The joint accounts should be closed, with neither party incurring any liability on an account prior to it being closed.

RETIREMENT AND INVESTMENT ACCOUNTS

58. The parties each represent and warrant that there are no retirement and/or investment accounts to divide.

DEBTS

59. The parties shall equally divide the following debt:

- a. Cyprus Credit Union business checking account overdraft debt in the amount \$1,458.43.
- b. Cyprus Credit Union credit card debt in the amount of \$399.
- c. AT&T debt in the amount \$7,176.18, which AT&T may reduce to \$5,818.00. If the debt is reduced by AT&T, then each party's total responsibility shall be reduced by one-half of the reduction (\$679.09 each).
- d. Mountainland Supply Company HVAC debt in the amount of \$422.

e. Victoria shall receive credit for Taano's one-half of the Mountainland Supply Company HVAC debt and the Cyprus Credit Union credit card debt as she paid those debts in the entirety.

60. Accordingly, Taano shall be responsible for \$4,938.81 of the total outstanding debt in the amount of \$9455.62, and Victoria shall be responsible for the remaining \$4,516.81.

PERSONAL PROPERTY

61. Taano shall be awarded his 2006 Toyota Tundra, subject to the debt thereon. If this vehicle is repossessed by the lender, then Taano shall be solely responsible for any balance owed after the vehicle is sold by the lender and shall hold Victoria harmless therefrom.

62. Victoria shall give Taano his personal effects in her possession.

63. Otherwise, the parties shall be awarded all personal property in their possession.

64. Each party shall assume any loan(s) on the vehicle(s) awarded to him/her within 90 days and shall indemnify and hold the other party harmless thereon. If a party fails, or is unable, to refinance a vehicle to remove the other party from the obligation then that vehicle shall be immediately listed for sale.

REAL PROPERTY

65. The parties have sold the real property located at 14462 S. Vantage Circle, Bluffdale, Utah 84065 and the proceeds have been equitably divided.

ALIMONY

66. Neither party shall be awarded alimony now, or forever.

BUSINESSES

67. The parties shall dissolve any jointly held business within 30 days and shall close any related financial accounts.

MISCELLANEOUS

68. Each party shall be ordered to assume the costs of his, or her, own attorney's fees.

69. Victoria shall be entitled to return to her maiden name of "Watson" should she so desire.

70. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions set forth in this *Decree of Divorce*. Should a party fail to timely execute a document necessary to implement a provision set forth herein, then the other party may bring a motion to enforce the *Decree of Divorce* at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

71. The parties each indicate that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities to their satisfaction. Any deliberate failure to provide complete disclosure shall constitute perjury. The property referred to herein represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. The parties agree this is their full agreement and no other agreements are made outside of this agreement.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO CONTENT AND FORM:

/s/ _____

Wesley Hutchins
Attorney for Respondent

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 11th Day of July 2026, I personally served a true and correct copy of the foregoing DECREE OF DIVORCE via Email to:

Wesley Hutchins
Wesley@ccplawyers.com
Attorney for Respondent

/s/ *Nicole Wiley* _____
Nicole Wiley
Paralegal to Jacob K. Arijanto