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Attorney for Lillian Cabrera

**IN THE THIRD DISTRICT COURT IN AND FOR
TOOELE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

LILLIAN RAQUEL CABRERA,
Petitioner,

and

NICOLAS CELESTINO CALIXTO
AGUIRRE,
Respondent.

DECREE OF DIVORCE

Case No. 264300138

Judge: L. Douglas Hogan

Commissioner: Renee Blocher

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Default Certificate*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Lillian Raquel Cabrera is awarded a Decree of Divorce from Nicolas Celestino Calixto Aguirre on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

JURISDICTION AND GROUNDS

1. Lillian Cabrera is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.

2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Nicolas Calixto pursuant to Utah Code 81-4-405.

3. Lillian Cabrera and Nicolas Calixto were married on April 21, 2017 in Salt Lake City, Utah, and are presently married. The parties separated on or about December 20, 2023, and do not currently reside together.

4. The parties have two (2) minor children born as issue of their marriage, to wit: N.A.C., born April of 2018; N.C.C., and born March of 2023.

5. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

6. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

7. This Petition is being filed as a Tier 4 case because it is a domestic matter.

MINOR CHILDREN

8. Neither party is receiving any public assistance for the benefit of the dependent children.

9. Pursuant to Utah Rule of Civil Procedure 100(a), Lillian Cabrera states upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

10. **Physical Custody:** Lillian Cabrera is a fit and proper parent and has been the minor children's primary caretaker. Lillian Cabrera has historically provided the daily care and decision-making related to the children's education, medical treatment, religion, upbringing, and other activities in which the children engage. Therefore, it is in the best interests of the parties' minor children that Lillian Cabrera be awarded sole physical custody.

11. **Legal Custody:** Pursuant to Utah Code 81-9-205, it is in the minor children's best interests that Lillian Cabrera be awarded sole legal custody based on the following:

- a. Nicolas Calixto has been deported. As such the distance between the parties makes joint legal custody unfeasible.

12. In the alternative, if the court does not determine that sole legal custody is in the children's best interests, the parties should be awarded joint legal custody subject to the terms of the Parenting Plan herein.

13. **Parent-Time:** Nicolas Calixto should have parent-time as the parties agree. If the parties are unable to agree, then Nicolas Calixto should not have any parent-time until further order of the court.

14. **Holidays and Summer Parent-Time:** Nicolas Calixto should not receive any holiday or extended parent-time.

15. Address and Phone Number: The parties should keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

16. Child Support: Lillian Cabrera is employed full-time and earns a gross monthly income of \$2,200.00 for purposes of calculating child support. Nicolas Calixto's employment is unknown, he should be imputed a gross monthly income of \$1,257.00 for purposes of calculating child support. The sole custody worksheet should be used to calculate child support. In accordance with Utah Code 81-6-203 and the sole custody worksheet, Nicolas Calixto should be ordered to pay child support to Lillian Cabrera for the parties' children in the amount of \$138.00 per month.

- a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-105.
- b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).
- c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. 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 will apply to existing and future payers.

d. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

17. Medical Insurance Coverage: The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

18. If at any time the children are covered by the insurance plans of both parents, Lillian Cabrera's plan should be designated as primary coverage and Nicolas Calixto's plan should be secondary coverage for the children. *Utah Code 81-6-208(3)(c)*.

19. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

20. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a. Reasonableness of the cost;
- b. Availability of a group insurance policy;
- c. Coverage of the policy; and
- d. Preference of the custodial parent.

21. The party who carries the insurance on the children should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social

Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

22. Medical Insurance Premiums: In accordance with Utah Code 81-6-208(3)(d), both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is 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. The insurance premium should be automatically added to or subtracted from the child support obligation above.

23. Out-of-Pocket Medical Expenses: Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

24. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children should provide written verification of the

costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

25. Notice to Medical/Dental Expense Creditors: Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 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 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 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.

- a. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- b. Notify the particular creditor of that party's current address; and
- 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 Utah Code 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.

26. Childcare: Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. *Utah Code 81-6-209.* The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes.

27. Taxes: Lillian Cabrera should claim the children as a tax exemption and be awarded any tax credits related to the children for the purpose of calculating her State and Federal income taxes each and every year.

28. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

29. Extracurricular Activities: If the parties have agreed in writing to the children's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

30. Education-Related Expenses: The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to:

enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

PARENTING PLAN

In the event the court denies Lillian Cabrera's request for sole legal custody of the minor children, then the following terms should be entered as a parenting plan.

31. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

32. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

33. Communication: Each party is restrained from using the minor children as messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

34. The parties will communicate only regarding issues relative to the welfare of the minor children. The parties may use text message or a phone call only in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

35. Child Rearing: The parties shall focus their attention on conversations about the children rather than each other. The parties shall encourage the children to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental to the children's development.

36. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the children are allowed to watch/play, and frequency of television and computer time. Should the children complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the children.

37. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

38. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

39. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

40. Decision-making: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

41. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, Lillian Cabrera will have the final say subject to Nicolas Calixto's right to bring the issue before the court.

42. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

43. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

44. Implementation of Treatment: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

45. Religion: The parties shall support and respect the other's religious preferences and shall encourage the children's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the children and are likewise free to refrain from being affiliated with a religion. If the minor children express interest in learning about other religions, the parties shall support the same.

46. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

47. Out-of-Country Travel: Any parent intending to take a child out of the country will provide an itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication.

48. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

49. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the children's bodies, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

50. Corporal Punishment: The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

51. Romantic Partners: The parties shall not have romantic or unrelated opposite sex guests spend the night while the children are present unless they are in a serious relationship (dating for more than six months), engaged, or married.

52. Mediation Before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

DEBTS AND OBLIGATIONS

53. During the course of the marriage, the parties acquired certain debts and obligations. Lillian Cabrera is unaware of any joint debts. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable for it.

54. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

55. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

56. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property. The parties should keep the property in their possession.

57. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

58. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

59. **Personal Belongings:** Each party should be awarded their own personal belongings.

60. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

61. Neither party has acquired an interest in any retirement, pension, or profit-sharing account through their employment during the course of the marriage.

REAL PROPERTY

62. During the marriage, the parties have not acquired an interest in real property.

MISCELLANEOUS

63. **Alimony:** Both parties to this action are able-bodied and employable, and neither party should be awarded any alimony from the other.

64. **Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

65. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90

days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

66. Interpretation/Applicability: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

67. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

68. The court should grant such other and further relief as it may deem just and appropriate in this matter.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL
PROCEDURE**

NICOLAS CELESTINO CALIXTO AGUIRRE Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Lillian Raquel Cabrera's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of August, 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Nicolas Celestino Calixto Aguirre, *pro se*
ncalixto745@gmail.com

/s/ Tuesday Collins
Tuesday Collins
Paralegal