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Pro Se

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH
Third District Court, 450 South State Street, Salt Lake City, UT 84114

In the Matter of the Marriage of

Cenyuth Elisabet Flores
Petitioner

and

Mark A Flores
Respondent

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**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 264903131

Commissioner: Juanna Sagers

Judge: Teresa Welch

The above-entitled matter came on before the court on Petitioner's Affidavit for Entry of Divorce Decree in accordance with Rule 104, Utah Rules of Civil Procedure. The parties have completed the classes entitled, "Divorce Orientation Course" and "Shared Parenting for Divorcing Parents" or have a signed order waiving the classes on file with the court. 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:

That the Petitioner is awarded a Decree of Divorce from the Respondent, to become final upon signature and entry.

1. All personal property should be divided as the parties have already divided it.
2. During the course of the marriage, the parties have incurred certain debts and obligations.

Each party should be responsible for the following debts:

- a. Each party shall be solely responsible for any debts incurred in their own name.

b. Neither party shall be held responsible for the other party's personal debts, whether incurred before or during the marriage.

c. Each party agrees to indemnify and hold the other harmless from any such debts.

3. During the course of the marriage, the parties acquired the following real property:

a. HOME

Address: 5104 W Tyce Ln, Herriman, UT, 84096

b. The property shall be awarded to the Petitioner. Petitioner will retain the equity and mortgage thereon. Petitioner will be solely responsible for paying any and all costs of ownership and maintenance, including but not limited to the mortgages (hereinafter referring to the principal, interest and real estate taxes, line of credit, home equity loan or other such liens on the house) homeowners' insurance, all maintenance, all repairs and all utilities, and Petitioner shall indemnify and hold harmless Respondent from any those payments and all liability for the above expenses.

4. Neither party should be awarded alimony from the other.

5. Any interest acquired in any retirement program (including military retirement), any pension or profit sharing plan will be retain to the party that owns the account.

6. There has/have been 1 child(ren) born or adopted of this marriage. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birthdates of the children are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The names, birth month, and birth year of each child are listed below:

Child's Names	Month and Year of Birth
Mikaela Flores Rodriguez	September 2023

6.1. Both parents are awarded joint legal custody of the minor child, but that Petitioner is awarded the primary physical custody of the child(ren), subject to the Respondent's right to parent-time with the child(ren) at reasonable times and places.

PARENTING PLAN

6.2. Pursuant to Utah Code Ann. § 30-3-10.1 et seq., the following parenting plan is proposed by Petitioner:

- a. Both parents agree to a flexible weekly parenting schedule that will factor work schedules and availability with the child. The parties agree to plan weekly parenting plan on a monthly basis and will make a best effort to adhere to the respective weekly parenting time arrangements. In the event of a need for modification of a weekly parenting time plan, the parties agree to make a best effort to provide a 48 hour notice of change. Due to the child's young age, overnight visits with the father are not suitable, but as the child grows, the schedule can be updated to allow overnight visits and extended visits with the father.
 - b. Significant decisions involving legal matters, health, education and religious upbringings, shall be discusses in advance in an attempt to reach an agreement. If the parties are unable to reach agreement then the Petitioner will make the final decision.
 - c. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
 - d. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute
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resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

e. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent.

If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

f. The following Holiday custodial schedule will apply to the parties: Both parents agree to a flexible holiday parenting time schedule that will factor work schedules and availability as well as the best interest of the child. The parties agree to plan holiday parenting time parenting plan on an annual basis and will make a best effort to adhere to the respective annual holiday parenting time arrangements. In the event of a need for modification of a particular holiday, the parties agree to make a best effort to provide a 30 day notice of change.

g. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

h. This parenting plan is filed by Petitioner in good faith and Petitioner believes the plan is in the best interests of the parties' child.

7. Pursuant to Utah Code § 78B-12-203 Petitioner's total countable gross monthly income for child support purposes is \$3,194. Petitioner's base child support amount using the sole custody calculation is \$390 per month. The Petitioner receives the following gross monthly income from all sources:

a. The Petitioner is employed and grosses \$3,194 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Petitioner's place of employment has been filed with the court on the NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION form.

7.1. Pursuant to Utah Code § 78B-12-203 Respondent's total countable gross monthly income for child support purposes is \$3,694. Respondent's base child support amount using the sole custody calculation is \$451 per month. The Respondent receives the following gross monthly income from all sources:

a. The Respondent is employed and grosses \$3,694 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION form.

8. Pursuant to Utah Code 78B-12-202 et seq., the Respondent is ordered to pay to the Petitioner as and for child support:

a. A sum of not less than \$451 per month as base support for the child of the parties, pursuant to the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a 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, 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 § 78A-6-801.

b. Child support payments shall begin the month immediately following the entry of the order for child support. 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.

c. The sole custody worksheet was used in calculating the child support in this matter. Petitioner's base child support amount is \$390 per month. Respondent's base child support amount is \$451 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code § 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

d. The sole physical custody worksheet was used in calculating the base child support award. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days.

The base child support award shall be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent-time with the custodial parent shall not be considered an interruption of the consecutive day requirement for the non-custodial parent. If the dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

e. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), 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 payors. 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. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent.

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 within ten (10) days of any change in monthly income.

h. Under Utah Code §§ 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry 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. Under Utah Code § 62A-11-306.2, if the children

receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

i. Under Utah Code §§ 78B-12-210(7) and (9), the parties have a right to modify this 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. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

9. Petitioner is entitled to claim the parties' minor child Mikaela Flores Rodriguez born on September 2023 as dependent for tax purposes.

10. Pursuant to Utah Code § 78B-12-212 it is reasonable and proper that:

a. Both parties are required to maintain medical, hospital and dental care insurance for the dependent child(ren) where available at reasonable cost and the insurance coverage is accessible to the child(ren).

b. Both parties are responsible to pay out-of-pocket costs of the premium for the child(ren)'s portion of the insurance.

c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent child(ren) and actually paid by a party.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. 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 comply with the Subparagraph "d" above.

11. Pursuant to Utah Code § 78B-12-214, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.

a. The parent who incurs child care expenses shall 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 shall notify the other parent of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

b. The parent not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

c. 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.

12. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

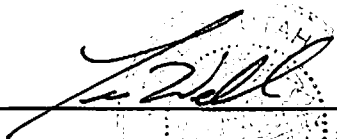
13. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek 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.

14. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

15. Petitioner should be restored the use of the former name of Rodriguez Garcia if she so desires.

DATED

8/7/2026


DISTRICT COURT JUDGE



CERTIFICATE OF MAILING/DELIVERY

On 05.15.2026 (date) I ☒ mailed or ☐ hand delivered a copy of this DECREE

OF DIVORCE AND JUDGMENT, postage prepaid, to:

Mark A Flores
1146 E Bronze Ln
Sandy, UT, 84094

Cynthia Flores
Petitioner Signature