



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

IN THE MATTER OF THE MARRIAGE
OF

YIBRANT ANTONIO MARTINEZ,

Petitioner,

&

YAINER KATHERIN ZAVALA,

Respondent.

DECREE OF DIVORCE

Case No. 264900537

Judge Elizabeth A Hruby-Mills

Commissioner Joanna Sagers

Petitioner, Yibrant Martinez, pro se, and Respondent, Yainer Zavala, through pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on January 28, 2026, and supplemented at hearings on May 28, 2026 and July 28, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby

awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

2. Parties shall be awarded joint legal custody and joint physical custody of Parties' Minor Child.

3. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Child's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Parties may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

4. Each parent may make decisions regarding the day-to-day care and control of Minor Child when Minor Child are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Child.

5. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

6. Parent-time with Minor Child shall be as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, Parties shall share equal parent-time on a 50/50 basis under the following schedule

i. Weekdays and Weekends

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Yibrant	Yibrant	Yibrant	Yainer	Yainer	Yainer	Yibrant
Week 2	Yibrant	Yibrant	Yainer	Yainer	Yainer	Yainer	Yibrant

Exchanges shall take at the time Minor Child's school begins or at 9 a.m. if school is not in session.

ii. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Yibrant	Yainer
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd	Even
Presidents' Day	(1) Holiday begins:	Even	Odd

	(a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or 6 p.m. on the day that school dismisses for spring break. (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or	Even	Odd

	(b) Friday at 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if Mother	All years if Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if Father	All years if Father
Juneteenth National Freedom Day (or "Juneteenth")	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or (b) 8 a.m. on Juneteenth if the day before Juneteenth is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth.	Even	Odd
Independence	(1) Holiday	Odd	Even

Day	begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even	Odd
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd	Even
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even
Halloween	(1) Holiday begins on	Even	Odd

	October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day as the holiday begins.		
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that	Odd	Even

	school dismisses for winter break at the election of the parent granted the holiday (2) Holiday ends on December 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd	Even
Parent's Birthday	Each Party shall have the Child with him or her during his or her own birthday each year, beginning the day of his or her birthday at 3:00 p.m. until the next morning when the parent drops the child off at school or at 8:00 a.m. if there is no school the following day.	All years	All years

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for minor child's attendance at school for that school day.

iii. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

B. Notification: In even years, Yibrant may designate extended parent-time at any time and Yainer may make a designation after May 1. In odd years, Yibrant may designate extended parent-time at any time and Yainer may make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. Extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and

iv. The schedule for weekday or weekend parent-time.

7. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Child when Minor Child is at the other Party's home at reasonable times and for reasonable durations.

8. Whenever Minor Child travels with either parent, the traveling parent shall provide the following to the other parent:

A. An itinerary of travel dates;

B. Destinations;

C. Places where Minor Child or traveling parent can be reached, and

D. The name and telephone number of an available third person who would be knowledgeable of Minor Child's location.

9. If the children will be travelling for more than 5 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

10. If one Party moves more than 150 miles, then Parties shall abide by Utah Code, Section 81-9-209.

11. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time.

PROVISIONS REGARDING SUPPORT PAYMENTS

12. Yibrant is employed earns \$2500 gross per month.

13. Yainer is employed earns \$2600 gross per month.

14. Pursuant to Utah Code, Sections 81-6-202 through 305, Yainer shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet, beginning August 2026, Yainer shall pay \$13 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. Yainer shall make their child support payments directly to Yibrant.

C. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the parties equally.

D. If income withholding through the Office of Recovery Services is pursued, 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 shall be sent elsewhere.

E. There are no child support arrears owed to either Party by the other.

F. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

G. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

**PROVISIONS REGARDING SCHOOL, EXTRACURRICULAR ACTIVITIES,
AND OTHER EXPENSES WHEN PARENTS SHARE JOINT PHYSICAL
CUSTODY**

15. While Parties are exercising joint physical custody, each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or extracurricular activities that Minor Child is involved in. While Parties are

exercising joint physical custody, each Party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Child when Minor Child is in their care.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

16. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance. Minor 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 Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

C. The parent ordered to maintain insurance shall 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

Minor Child and, thereafter, on or before January 2 of each calendar year. The parent shall 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 shall have known of the change.

D. A 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 subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Yibrant shall be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Yainer shall be secondary coverage for Minor Child. If Minor Child are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental

insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Child.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

17. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. 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 child-care provider or the monthly expense of child-care within thirty 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 shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

18. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Child's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Child about litigation between Parties.

C. Parties shall not involve or speak with Minor Child about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third

parties from such violations, or they shall remove Minor Child from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILD TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

19. Parties shall alternate claiming Minor Child as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns. Yainer shall be entitled to claim Minor Child for odd tax years and Yibrant shall be entitled to claim Minor Child for even tax years. Party paying child support must be current on all child-support payments by December 31st to claim Minor Child on that year's taxes.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

20. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	APPROXIMATE AMOUNT	RESPONSIBLE PARTY:
Capital One Credit Card - #6726	\$415.15	Yibrant
Mountain America - #7279	\$2,000	Yibrant
Capital One Quicksilver - #2614	\$651	Yibrant
Mountain America - 000	\$10,000	Yibrant

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt. Each Party shall be responsible for the debt in his or her own name.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

21. During the course of the marriage relationship, Parties have acquired certain items of personal property. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

PROVISIONS REGARDING REAL PROPERTY

22. During the course of the marriage, Parties did not acquire any real property.

PROVISIONS REGARDING ALIMONY

23. Neither Party shall be awarded alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

24. Each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING MISCELLANEA

25. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70).

26. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

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

APPROVED AS TO FORM:

/s/ Yibrant Martinez

Yibrant Martinez

Petitioner pro se

Signed with verbal permission on the doc prep Pro Se Calendar on 7/28/26

APPROVED AS TO FORM:

/s/ Yainer Zavala

Yainer Zavala

Respondent pro se

Signed with verbal permission on the doc prep Pro Se Calendar on 7/28/26

