



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

In the Matter of the Marriage of:
ABNER MARIANO BARRERA,

Petitioner,

and

SAVANA FRANCIA BARRERA,

Respondent.

DIVORCE DECREE

Case No. 254900207

Judge: Patrick Corum

Commissioner: Kim Luhn

The Court, being fully advised, and having considered the Parties' *Stipulated Settlement Agreement and Parenting Plan* and having entered and signed the *Findings of Fact and Conclusions of Law* already on file, now decrees and orders as follows:

I. Parties, Jurisdiction, Venue, And Grounds

1. Petitioner and Respondent are residents of Salt Lake County, Utah and have been for at least six months prior to filing the Petition.
2. The Petitioner and the Respondent were married on March 2, 2023, in Sandy, Utah and are presently married.
3. The Parties have been separated since November 16, 2024.
4. The parties have one child E.A.B., born of the marriage on October 15, 2023, in Salt Lake County, Utah. The child has lived in Salt Lake County, Utah for more than six months prior

to the filing of the Petition. Therefore, Utah is the minor child's home state within the meaning of Utah Code Ann. §78B-13-102.

5. The parties have no knowledge of any person who has physical custody of the child or who claims rights of legal custody or physical custody of or parent time with the child except for the parties in this matter.

6. The parties have no knowledge of any pending proceedings that could affect this matter.

7. Utah is and remains the home state for the minor child, and there are no other child custody proceedings in any jurisdiction.

8. **Venue:** Venue is proper pursuant to Utah Code § 81-1-203.

9. **Jurisdiction:** This Court has jurisdiction pursuant to Utah Code Ann. § 78A-5-102 and § 78B-13-201 and over the parties and the child pursuant to Utah Code § 81-4-405, et seq.

10. **Grounds:** Irreconcilable differences have arisen between the parties. Thus, the parties agree to the following terms of the divorce.

II. Minor Child Information

11. **Child's Name:** The parties shall use the child's first name or full name on all government and official documents, including for school and medical purposes.

III. Child Custody and Decision-Making

12. **Physical and Legal Custody:** The parties should be awarded joint legal and physical

custody of the minor child, with equal parenting time on a 2-2-5 basis pursuant to Utah Code § 81-9-305.

13. **Day-to-Day and Emergency Decisions:** The parent with whom the child is then located should make day-to-day decisions involving the child and should make emergency decisions affecting the health or safety of the child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible. Significant legal decisions including without limitation health, education, and religious upbringing should be discussed in advance in attempt to reach an agreement.

14. **Major Decisions and Dispute Resolution:** The parties shall co-parent and make all important decisions about the child together and not unilaterally. Major educational enrollment decisions and significant non-emergency medical, developmental, therapeutic, or psychological decisions require mutual agreement before implementation unless there is an emergency, mutual written agreement, or court authorization. However, if the parties have a dispute, not including day-to-day issues regarding the child, neither party shall decide the issue for the child without going through the five-step process: the parties should first seek to resolve the issue among themselves in good faith. If they cannot resolve the issue between the two of them, they will use a co-parenting therapist to help resolve the dispute and who will make recommendations to the parties. If a party disagrees with the co-parenting therapist, Savana shall make the decision. If Abner disagrees with her decision, the parties shall attend mediation. Should the parties not reach an agreement through mediation, Petitioner may take the matter to court by bringing a motion.

15. **Religious Decisions:** Neither parent will baptize the minor child into any church without the written consent of the other parent as long as E.A.B. is under the age of 18. This issue is excluded from the normal issue dispute process referenced above and neither party has the right to singularly make any significant decisions for the child.

IV. Parent-Time Schedule

16. **Regular Parent-Time Schedule:** Savana shall have every Monday and Tuesday overnight and Abner shall have every Wednesday and Thursday overnight and the parties shall alternate Friday through Sunday each week.

17. **Parent-Time Delays and Good-Faith Scheduling Errors:** Both parties should notify each other as soon as possible if they know they are unable to exercise parenting time. In the event a parent is unable to timely exercise scheduled parent-time or will be substantially delayed, that parent shall provide prompt notice to the other parent as soon as reasonably practicable.

18. A misunderstanding, misinterpretation, or mistaken reading of the parent-time schedule, holiday schedule, or exchange time shall not alone constitute a forfeiture of that parent's custodial time. If a parent mistakenly misses or delays the beginning of their scheduled custodial period due to a good-faith misunderstanding of the schedule, that parent shall remain entitled to exercise the remainder of their scheduled parent-time upon notice to the other parent.

19. Parent-time missed due to unavoidable circumstances, emergencies, illness, or mutually acknowledged scheduling conflicts may be reasonably made up by agreement of the parties. The parties shall act in good faith in attempting to accommodate reasonable make-up parent-time requests.

20. Repeated failures to timely exercise parent-time, repeated late exchanges, or patterns of withholding the child without reasonable cause may be considered violations of the Decree and may be addressed through the parties' dispute resolution provisions or further court review if necessary.

21. **Holiday Parent Time Schedule:** The holidays shall be as the parties agree. If the parties cannot agree, the holidays will be as follows:

Even Years	Odd Years	Holiday and Time
N/A	N/A	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
N/A	N/A	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Monday Evening at 7:00 p.m.
Mother	Father	July 4 th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24 th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Monday Evening at 7:00 p.m.
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break, beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if

		school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

A. Each parent shall receive two consecutive weeks of uninterrupted parent time throughout the calendar year.

B. Uninterrupted parent-time does not take precedence over established holiday schedule.

C. In the even numbered years, Petitioner may designate the two consecutive weeks of uninterrupted time before May 1st of that year (this is the time for the notification of parent-time, not for when the parent-time takes place). Respondent may designate two consecutive weeks of uninterrupted time after May 15th of that year.

D. In the odd numbered years, Respondent may designate the two consecutive weeks of uninterrupted time before May 1st of that year (this is the time for the notification of parent-time, not for when the parent-time takes place). Petitioner may designate two consecutive weeks of uninterrupted time after May 15th of that year.

E. Special consideration should be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or

in the life of either parent which may inadvertently conflict with the visitation schedule.

22. **School Transitions:** The parties will discuss and prepare parent time for the minor child to enter Kindergarten no later than the spring of 2029.

V. Exchanges, Transportation, And Right Of First Refusal

23. **Exchange Procedures:** The parties should courteously notify the other as soon as possible if the other is going to be late for picking up or dropping off the minor child.
24. **Transportation:** The parent who is beginning parent time should be the one picking the child up.
25. **Right Of First Refusal:** Per the Custody Evaluator's recommendation, the parties should each have the right of first refusal before a third party is involved in watching the minor child only if the parent will be gone overnight.

VI. Communication And Co-Parenting

26. **Parent Communication and Shared Calendar:** Each parent should provide the other with his or her current address and cell phone, and email address number within 24 hours of any change.
27. Each parent shall use the shared Our Family Wizard calendar and promptly post notice of all significant activities, medical appointments, holidays and events. Each parent has an affirmative duty to post on the shared OFW calendar within 72 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or

being honored, and both parents should be entitled to attend and participate fully. Both parties have an affirmative duty to review and update the shared calendar, so they are aware of events.

28. The parties should be respectful and not talk disparagingly about each other in front of the child or discuss any of the allegations in this divorce suit or the protective order suit or any DCFS investigations with the child, should any other person make reference to any of these allegations in the presence of the child. The parties should direct third parties to refrain from speaking disparagingly or discussing any prior allegations about the other parent in the presence of the minor child. The parties should be cooperative and respectful during parenting time and make only positive comments about the other parent in the presence of the child.

29. **Communication with Child:** During the five-day weekend, the parties may contact the child for a three-minute FaceTime at a reasonable time and convenience of the parties while the child is under five (5). After the age of five (5), the minor child shall still be allowed to contact the parent that is not exercising parent time at any time by phone call or face time for a reasonable period of time (e.g. five to fifteen minutes, or longer if the child desires and it is reasonable to allow).

30. **Divorce Classes:** Petitioner and Respondent should take both the Divorce Orientation and Education courses by providers approved by the Court to educate the parties about divorce and its alternatives and to help them understand their child's reactions to divorce to help their child adjust as is required by the Court.

31. **Co Parenting Classes and Therapy:** The parties shall attend six sessions of coparenting counseling with the co-parenting therapist. All costs associated with these sessions are to be divided equally between the parties unless otherwise mutually agreed.

32. **Mediation Requirement:** The parties should agree that 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.

VII. Travel, Passports, And Relocation

33. **Domestic Travel with the Minor Child:** The Parties shall give reasonable notice to each other prior to routine travel within the United States during a parent's scheduled parenting time with the minor child.

34. **International Travel:** As discussed, and recommended by the Mediator and Dr. Todd Dunn, the Custody Evaluator, the Parties should be permitted to travel internationally with the child. The Parties shall give a reasonable notice to each other at least 7-15 days prior to international travel with the minor child during a parent's scheduled parenting time. Neither party should travel with the child to zones or regions within countries designated by the US Department of State as Level 4 areas. This restriction only applies to regions and zones within countries and does not restrict either party from traveling with the child to areas of countries where travel is not strictly prohibited by the US Department of State. Any restriction on travel is not intended to create a blanket prohibition against travel to Guatemala, where the child has family and heritage.

35. **Itinerary and Contact Information:** The notice shall include the travel itinerary, destination addresses if reasonably available, flight information if applicable, dates of travel, and contact information through which the traveling parent and child may be reached during the trip.
36. The traveling parent shall also provide the name and contact information of any significant third parties accompanying the child or supervising the child during travel.
37. Neither parent shall unreasonably withhold consent for travel requests made within the notice periods outlined herein.
38. Neither party may restrict the other parent's reasonable travel plans and travel issues shall not be subject to the five-step issue resolution process.
39. However, travel requested outside the required notice periods shall require mutual agreement of both parties.
40. **Passport Possession:** The parent who is planning to take the child out of the country must be given the child's passport within one week of notifying the other parent of out-of-country travel. Savana will hold the passport until the time that Abner provides notification of traveling out of the United States. Abner will give back the child's passport to Savana within one week of returning home. Neither party may restrict the other parent's reasonable travel plans, and travel issues shall not be subject to the five-step issue resolution process.
41. **Relocation:** If a parent relocates more than one hundred and fifty (150) miles from their current address, notice shall be provided sixty (60) days prior to relocation, pursuant to Utah

Code Ann. § 81-9-209, and the Court retains jurisdiction to determine if relocation is in the best interests of the minor children.

VIII. **Child Safety, Health, And Wellbeing**

42. **Substance Use and Safety:** Neither party shall consume or be intoxicated by alcohol or illegal drugs immediately preceding or while exercising parenting time.

43. **Overnight Guests:** During parent time, the parties will not have overnight visitors of the opposite sex stay at the home of the parent exercising custody, except in cases of family and close friends functioning as family.

44. **Medical Access and Emergency Care:** Both parents should have full access to all medical, mental health, dental, and vision records and should be notified immediately by the other parent in the event of any sort of emergency.

45. Each parent shall ensure that the other parent is listed as an authorized parent and emergency contact with all medical providers, schools, childcare providers, therapists, and extracurricular organizations unless otherwise prohibited by court order.

46. Either parent may obtain emergency medical treatment for the child when reasonably necessary. The treating parent shall notify the other parent of any medical emergency, urgent care visit, hospitalization, injury requiring professional treatment, or prescribed medication as soon as reasonably practicable.

47. Ongoing, non-emergency medical, psychological, counseling, therapeutic, or developmental decisions should require mutual discussion and agreement between both parents before long-term services or treatment plans are initiated. Once both parties have discussed and

mutually agreed upon a treatment plan or service, neither parent may unreasonably interfere with or discontinue the agreed care absent good cause, court order, or further mutual agreement.

IX. Education, Childcare, And Extracurriculars

48. **Educational Expenses:** The parties should equally share all regularly incurred educational expenses on behalf of the minor child.

49. **Extracurricular Expenses:** The parties should equally share all mutually agreed extracurricular activities on behalf of the minor child and these educational issues shall not go through the 5-step resolution process. The parent who incurs the expense should provide written verification of the cost and payment of the expense to the other parent within 30 days of payment. The other parent should remit payment within 30 days of receipt of the verification. If an extracurricular activity is not mutually agreed upon by both parents, the parent independently choosing to enroll the child in that activity may do so during their own parenting time and would be solely responsible for the related expenses, transportation, scheduling, and participation obligations.

50. **Childcare Expenses:** The parties are not incurring any education or work-related childcare expenses. If a parent needs to incur childcare expenses, the party incurring the expense shall cover those costs.

X. Child Support, Insurance, And Taxes

51. **Child Support:** Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Respondent's gross monthly income is imputed at \$1,257 per month. Petitioner's gross monthly income is \$4,514.00 per month. Petitioner has 182 overnights, and Respondent has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Petitioner's child support obligation shall be \$213 per month. Child support shall commence August 1st, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

52. **Child Support Arrears:** There are no child support arrears.

53. **Health Insurance:** Both parties have health insurance coverage for the medical expenses for the minor child in accordance with § 81-6-208 (3).

54. If the parties both provide health insurance coverage, neither party shall pay the other for the health insurance premium. If the child is covered by only one parties' health insurance, the parties should share equally in the cost of the pro rate share of insurance premium on behalf of the minor child in accordance with § 81-6-208 (3). The calculation of the child's portion should be based on the total cost of the insurance premium and divided by the number of participants in the insurance plan. Each party will be responsible for one-half of the minor child's portion.

Petitioner should notify Respondent within two weeks of any change in health care coverage or

cost of the health care coverage. Petitioner should obtain extra medical and dental insurance cards on behalf of the minor child and give the additional cards to Respondent. \

55. The parties should also share equally in the costs of all out-of-pocket medical, optical, dental, and orthodontic deductibles, co-payments, co-insurance and expenses on behalf of the minor child. If a parent remarries and the stepparent becomes the policy holder for the health insurance, the plan and premium of the stepparent shall be treated as if it is the plan of the remarried parent for purposes of reimbursement of premium amounts on behalf of the minor child. The party that incurs any out of pocket medical or dental expenses on behalf of the minor child, including optical and orthodontic expenses, should provide the other party with written verification of cost and payment within 30 days of payment. This written verification should be through electronic mail. The other party should reimburse that party for one-half (1/2) of the expense within 30 days of receiving notification.

56. **Taxes:** The parties should file their taxes separately.

57. **Tax Returns:** Each party is responsible for their own tax refunds or liabilities since 2023. There are no other tax obligations.

58. **Child Tax Credit and Deductions:** The parties will share the dependency exemption/tax credit for the minor children as follows:

A. The parties will alternate the dependency exemption/tax credit for the minor child. Petitioner will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, beginning with his 2024 taxes filed in 2025. Respondent will be entitled to claim the minor child as a

dependency exemption/tax credit for odd-numbered tax years, beginning with filing her 2025 taxes in 2026.

B. The parties that are entitled to claim the dependency exemption/tax credits indicated herein as long as the party is current on their child support obligation by December 31st of the applicable tax year.

C. Either Party shall also have the option to buy-out the other Party's exemptions, deductions, and credits. The requesting Party must pay for all accounting expenses and use a third-party accountant to calculate the buy-out option. The Requesting Party shall pay other Party the amount which he or she would have benefited from the dependency exemption to leave the other Party tax neutral. The Party requesting the buy-out provision shall request tax information by March 1st and shall decide by March 15th if a buy-out shall occur.

2. **XI. Property And Debts**

3.

59. **Real Property:** The parties do not have any real property.

60. **Access to Property:** Neither Petitioner nor Respondent should enter either party's residence or property without prior authorization from the other.

61. **Vehicles:** Petitioner owns a 2008 Toyota Tundra. This vehicle is registered with the DMV under Petitioner's name alone and should remain in his possession. This vehicle is Petitioner's sole property in that it was acquired before the marriage, and it was never signed over to Respondent.

62. **Financial Assets:** All shared financial assets have already been divided by the parties.

Each account in Petitioner's and Respondent's individual names should remain in their individual ownership.

63. **Retirement Accounts:** Neither party has any retirement accounts.

64. **Debts and Credit Cards: Debts:** The parties have no joint debts. Each party is responsible for all debts they each incurred after the separation.

65. **Credit Cards:** Each party shall keep the credit cards in their names. There are no joint credit cards.

66. **Loans:** There are no joint loans, and each party is responsible for any loans in their names. There are no known joint obligations.

67. **Alimony:** No alimony is awarded to either party and it is forever waived.

68. **Likeness for Credit or Service:** Neither party should use the other party's likeness, picture, name, identification, signature, or credit of the other party to obtain credit, open an account for any service or obtain any other service.

69. **Memorabilia:** Written family memorabilia and letters specifically intended for E.A.B. should be preserved in the possession of the appropriate parent or family side that originally created them. The letters dated October 1, 2023, and October 15, 2023, and the letter from the Barrera family in Guatemala should be given to Petitioner's possession to keep for the child.

XII. Attorney Fees, Mediation Fees, And Costs

70. **Attorney Fees:** Both Petitioner and Respondent should be responsible for their own attorney fees and costs associated with this divorce.

71. **Mediator's Fees:** The parties shall equally divide all costs in mediator fees related to this stipulated Petition. The Parties shall equally pay any future co-parenting therapist and/or mediator as needed.

XIII. General Provisions

72. **Divorce Classes:** Petitioner and Respondent should take both the Divorce Orientation and Education courses by providers approved by the Court to educate the parties about divorce and its alternatives and to help them understand their child's reactions to divorce to help their child adjust as is required by the Court.

73. **Co-Parenting Counseling:** The parties shall attend six sessions of co-parenting counseling with the co-parenting therapist. All costs associated with these sessions are to be divided equally between the parties unless otherwise mutually agreed.

74. **Execution of Documents and Cooperation:** Both parties should sign and fully execute whatever documents are necessary for the implementation of the provisions of the *Divorce Decree*. This includes, by way of example not limitation, any notice to creditors as may be required pursuant to applicable law. Should a party fail to execute a document within 60 days of the entry of the *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.

75. **Future Mediation Requirement:** The parties should agree that 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.

76. **Respondent Name Change:** Respondent may change her name to her maiden name if she chooses.

77. If any term, paragraph, or provision of the *Decree of Divorce* is held invalid or unenforceable for any reason, the remainder of the *Decree* shall continue in full force and effect.

78. **Further Relief:** The Court shall grant a *Decree of Divorce* and enter its *Findings of Fact and Conclusions of Law* based upon the terms of the *Stipulation*. The Court should grant such other and further relief as it may deem just and appropriate in this matter.

DISSOLUTION OF MARRIAGE

79. The Court hereby dissolves the marriage of Petitioner and Respondent consistent with the terms contained herein and enters this *Decree of Divorce*.

*****END OF DECREE OF DIVORCE*****

In accordance with the Utah State District Court eFiling standards No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and date and time the Order was executed.

*** * ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT
THE TOP OF THE FIRST PAGE * ***

Approved as to form:

* Melanie Adams Cook

Melanie Adams Cook

Attorney for Respondent

**Electronic signature affixed with permission on August 12, 2026.*

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above order was served by electronic mail to the parties indicated therein, on August 12, 2026. Notice of objections to this order must be submitted to the Court and counsel within 7 days after service. Should no objections to this Order be submitted to the Court and counsel within 7 days of service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I CERTIFY that on this 12th day of August 2026, I caused to be emailed an exact copy of this **proposed DECREE OF DIVORCE** to the following:

Melanie Adams Cook #14962
LAW OFFICE OF MELANIE ADAMS COOK
1584 South 500 West, Suite 201
Woods Cross, Utah 84010
Telephone: (801) 683-8663
Fax: (801) 693-1581
melanie@melaniecooklaw.com
Attorney for Respondent

/s/ Anna Grace Galkin
Paralegal
MYLAR LAW, P.C.

