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

In the Matter of the Marriage of:

ORFELINDA INES PALOMINO
CASTILLO,

Petitioner,
and

ALEJANDRO ALI DAVILA RONDON,

Respondent

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 254903632

Judge Sanchez

Commissioner Blocher

The above-entitled matter came on for an informal trial on June 30, 2026, before the Honorable Commissioner Renee Blocher. Petitioner, Orfelinda Ines Palomino Castillo, (herein after referred to as “Orfelinda” or “Petitioner”) appeared in person and was represented by Kent Cottam, LEGAL AID SOCIETY OF SALT LAKE. Respondent, Alejandro Ali Davila Rondon, (herein after referred to as “Alejandro” or “Respondent”) appeared in person and was represented by pro se. 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:

Provisions Relating to Jurisdiction

1. Both Orfelinda and Alejandro are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.

2. Both Orfelinda and Alejandro resided in the marital relationship in the State of Utah, or the acts complained of by Orfelinda were committed by Alejandro in the State of Utah and therefore this Court has long-arm jurisdiction over Alejandro pursuant to Utah Code § 78B-3-205.

3. Orfelinda and Alejandro were married on June 11th, 2021, in West Valley City, Utah and are presently married. The parties separated on or about March 2025.

Provisions Relating to Grounds

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to the Children of the Marriage

5. There have been Three (3) minor children born as issue of this marriage, to wit:

“I.V.D.P. born February of 2020”

“I.A.D.P. born February 2023” and

“I.A.D.P. born February 2023”.

6. Pursuant to Rule 100 Utah Rules of Civil Procedure, Orfelinda states, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

7. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 78B-13-101 *et seq.* in that:

- a. Utah is the home state of the minor children at the time of commencement of this proceeding.
- b. Pursuant to Utah Code § 78B-13-209, said minor children currently reside at South Salt Lake, Utah.
- c. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
- d. Orfelinda knows of the following criminal, delinquency or protective order cases involving a party or the parties' children:
 - i. Orfelinda Ines Palomino vs. Alejandro Ali Davila, Protective Order, 3rd District Court Salt Lake, State of Utah, Civil No. 254901538, Judge Kara Pettit, presiding, Protective Order entered April 7th, 2025.
- e. Orfelinda does not know of any person, not a party to these proceedings who has physical custody of the minor children or who claims rights of legal custody or physical custody of, or visitation with, the minor children.

Provisions Relating to Child Custody and Parent-Time

- 8. Both parties are awarded the joint legal custody of the minor children.

PARENTING PLAN

- 9. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) should apply to govern all parent-time arrangements.

Information Sharing

- a. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.
- b. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's lives, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.
- c. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools for each parent to receive a copy of the children's report cards, school calendars, etc.
- d. Unless each parent has independent access to this information, each parent should share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this

information, each parent should take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their children.

Co-Parenting Conduct

- e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.
- f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.
- g. Both parents should support each other in their respective parenting roles and encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties should respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.
- h. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

Parent-Time

- i. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies

parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

j. Both parents should give special consideration to make the children 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 parent-time schedules.

k. Neither parent should schedule or promote to the children events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children. If the other parent has something scheduled or decides that the children cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the children.

l. For school and other purposes, the residence of the parties' minor children shall be with Orfelinda.

m. Both parents should have access to the children during school.

n. Regular school hours may not be interrupted for school-aged children for the exercise of parent-time by either parent unless agreed to in writing.

- o. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- p. Both parents should have the children ready for transfers and at the appointed time. If a parent is unable to transfer the children because of unforeseen circumstances, that parent should immediately notify the other parent and attempt to make mutually agreeable alternate arrangements.

Decision Making

- q. The parent who has physical custody of the children may make day-to-day decisions without having to consult with the other parent.
- r. When there is a major decision regarding the minor children such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the children].
- s. If the parents cannot reach a mutual decision, Orfelinda will make the final decision.
- t. If the other parent believes that said decision is contrary to the best interests of the children, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, or through Utah Dispute Resolution if they cannot agree. If the parents reach an agreement in mediation, a copy of the agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the

issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

Health Care

u. A parent should notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

v. In the event of a medical emergency involving the children, the parent with whom the children are with at the time of the medical emergency may make emergency treatment decisions regarding the minor children and must notify the other parent of the medical emergency immediately.

w. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.

x. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

Child Care

y. In the event that surrogate care providers are utilized by the parents, each parent should provide all surrogate care providers with the name, current address, and telephone number of the other parent, and should provide the other parent with the name, current address, and telephone number of all surrogate care providers.

Vacations / Travel

z. If a parent travels with the children out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before

the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

Relocation

aa. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of joint custody to be re-examined.

bb. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the "Relocation Statute" outlined in U.C.A. § 81-9-209 should apply.

END OF PARENTING PLAN

10. Orfelinda shall be awarded sole physical custody of the parties' minor children, subject to Alejandro's right to parent-time as contained herein

11. The Court denies Orfelinda's request for supervised parent time.

12. Alejandro is awarded a ramp up schedule to get to UCA 81-9-302 parent time.

13. Alejandro is awarded Wednesday from 5:30 pm, or when school is released if Alejandro can pick up the minor child, until to 8:30 pm.

14. For the month of July, Alejandro is also awarded alternating Sundays from 2:00 pm until 7:00 pm.

15. For the months of August and September 2026, Alejandro is awarded additional time by adding Saturday on his alternating Sundays from 2 pm until 7 pm.

16. For the months of October and November 2026, Alejandro's parent time shall be expanded to alternating weekend on Saturday from 10 am until 7 pm and Sunday from 10 am until 7 pm. Alejandro must complete, and file a certification of completion with the Court, a Love and Logic Parenting Class and a verified Anger Management Course before overnight parent time shall begin.

17. For the months of December 2026 and January 2027, Alejandro's parent time shall be expanded up to alternating weekends from Saturday at 10 am until Sunday at 7 pm.

18. Commencing February 2027, Alejandro's parent time shall be expanded to the following statutory schedule with holidays:

UCA 81-9-302

19. The parents shall transport the children in car seats/seat belt in compliance with their age/weight and current child transportation laws/guidelines.

20. Transfers of the minor children for parent-time shall take place curbside. The parent picking up or dropping off the minor children should not leave the vehicle and the other parent shall not leave the residence. "Curbside" transfer means that the parent picking up the children remains in the vehicle and the other parent not going further than arm's length away from the front door.

Provisions Relating to Child Support Payments

21. Orfelinda is self-employed, and the Court imputes Orfelinda as if working 40 hours per week, and therefore she earns \$2,062 per month for the purposes of child support obligations.

22. Based upon Alejandro's financial records provided with his financial declaration, the Court finds his historic income is \$3,324 per month. Therefore, Alejandro is imputed \$3,324 per month for the purposes of child support obligations.

23. Pursuant to Utah Code § 81-6-202 Alejandro shall be ordered to pay child support to Orfelinda commencing July 1, 2026, as follows:

a. The sum of \$869.00 per month as base support for the minor children of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. 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.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding

procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Alejandro should make child support payments directly to Orfelinda.

d. Pursuant to Utah Code § 81-7-102 all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. 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 should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Alejandro If Orfelinda is the ORS applicant and the fee is withheld by ORS from payments to Orfelinda, Alejandro shall reimburse Orfelinda for the fee.

g. A judgment of \$8,089 against Alejandro in favor of Orfelinda should enter for child support arrears arising from August 1, 2025, the month after the filing of the Petition for Divorce, through and including June 30, 2026, at \$869 per month with a credit of \$1,470 for child support paid directly by Alejandro to Orfelinda during the same time period. The issue of any future or further other child support arrearages, may be determined by further judicial or administrative determination.

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be \$869.00. The child support obligation of the mother shall be \$539.00.

Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

i. When 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, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under Utah Code § 81-6-212(5), 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 Ann. § 26B-9-211 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.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) 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: (1) material changes in custody; (2) material changes in the relative

wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be 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.

l. Alejandro should make payments to Orfelinda for the child support arrears.

Provisions Relating to Health Insurance

24. Pursuant to U.C.A. § 81-7-102, the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children'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 the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

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 the dependent children, 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, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical 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, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Child Care Expenses

25. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent 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.

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 30 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 30 days of receipt of the written verification.

Provisions Relating to Life Insurance

26. Alejandro currently has in force and effect a life insurance policy on Alejandro's life. Alejandro shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Alejandro shall irrevocably designate the parties' minor children as beneficiaries on said life insurance policy, and designate Orfelinda as the trustee for said minor children.

Provisions Relating to Debts and Obligations

27. Each party shall assume and pay the following:

<u>Orfelinda</u>	<u>Alejandro</u>
½ of Mountain America Loan balance as of March 31, 2025 (the month of the parties' separation)	½ of Mountain America Loan balance as of March 31, 2025 (the month of the parties' separation)
½ of Mountain America Credit Card balance as of March 31, 2025 (the month of the parties' separation)	½ of Mountain America Credit Card balance as of March 31, 2025 (the month of the parties' separation)
½ of Bank of America Credit Card balance as of March 31, 2025 (the month of the parties' separation)	½ of Bank of America Credit Card balance as of March 31, 2025 (the month of the parties' separation)
\$32,893 Mountain America Car Loan	

a. Any charges on the Mountain America Credit Card, Loan, or Bank of America Credit Card on April 1, 2025 and forward shall be the individual responsibility and liability of the person who incurred the debt.

b. The Court denies Orfelinda's request to divide a loan from Peru as no evidence has been provided regarding this loan.

c. The money paid in Alejandro's criminal case, 235900708, currently held by Unclaimed Property division, shall be paid directly to Orfelinda and awarded solely to her.

Provisions Relating to Personal Property

28. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall be awarded said property as follows:

<u>Orfelinda</u>	<u>Alejandro</u>
2021 Honda CRV	

Provisions Relating to Real Property

29. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

30. Neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

31. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Restraining Order

32. Alejandro shall be permanently restrained from bothering, harassing, annoying, threatening, or harming Orfelinda at Orfelinda's place of residence, employment or any other place.

Taxes

33. In ODD numbered tax years, Orfelinda shall be entitled to claim the following minor children as an exemption for the purpose of filing federal and state income tax returns: IADP born February 2023 (older twin) and IVDP born February of 2020. and IADP born February 2023.

34. Provided that Alejandro is current in all child support obligations and all other financial obligations herein by December 31st of each EVEN numbered tax year, Alejandro shall be entitled to claim the following minor child as an exemption for the purposes of filing federal and state income tax returns: IADP born February 2023 (younger twin) and IVDP born February of 2020.

a. In the event Alejandro is not current in all child support obligations and all other financial obligations herein by December 31st of the tax year allotted to him, Orfelinda shall be entitled to claim all of the parties' minor children for the purpose of filing federal and state income tax returns for said tax year.

Attorney's Fees

35. Each party shall be ordered to assume his/her own costs and attorney's fees incurred in prosecuting this action.

Other

36. Each party shall 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.

37. Alejandro's oral motion for a mental evaluation is denied.

37. Both parties shall complete the required Divorce Education and Orientation courses with thirty (30) days of trial.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Approved as to form:

Alejandro Ali Davila Rondon,
Respondent
Signed by Kent Cottam with permission of
Respondent given via email

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of July, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGEMENT to be served [] via the court's electronic filing system, [] by mail postage prepaid, [] via hand-delivery, [] via facsimile, [x] via e-mail, as addressed, to:

Alejandro Davila
alireal3456@gmail.com

/s/ Angelica Morales

Angelica Morales, Paralegal to
Kent R. Cottam, Attorney for Petitioner