

The Order of the Court is stated below:

Dated: August 20, 2026
01:11:04 AM

/s/ KARA PETTIT
District Court Judge



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

In the Matter of the Marriage of PAUL GARCIA, Petitioner, and ALIX BRENDA GARCIA, Respondent.	DECREE OF DIVORCE Case No. 254901336 DA Discovery Tier: 4 Judge Kara Pettit Commissioner Russell Minas
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THIS MATTER came before the Court for Judicial Settlement Conference before the Honorable Amber Mettler on June 29, 2026. Petitioner appeared via Webex and was represented by his counsel, Joseph Lee Nemelka. Respondent appeared via Webex and was represented by her counsel, Kent R. Cottam. The parties having reached a resolution of all issues as read onto the record, the Court having heretofore entered its *Findings of Fact and Conclusions of Law*, and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED:**

GRANTING OF DIVORCE

1. Petitioner, Paul Garcia (hereinafter “Paul”), and Respondent, Alix Brenda Garcia (hereinafter “Alix”) are awarded a decree of divorce severing the bonds of matrimony between the parties herein.

MINOR CHILDREN

2. There is one (1) minor child born as issue of this marriage, to- wit: Leonel Armando Garcia, born June 30, 2014 (“the minor child”).

PARENTING PLAN

3. The parties shall be awarded joint legal and joint physical custody of the minor child. It is anticipated that parental decisions shall be required for major issues in raising the minor child and in meeting his ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. The parties will then mediate the issue. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, neither parent shall have presumptive decision-making authority but shall approach the Court for a resolution of the issue if necessary.

4. The parents shall have custodial periods with the minor child on a 50/50 week-on, week-off basis as has been the status *quo*. The parents shall exchange the minor child on Mondays after school, or at 3:00 p.m. if there is no school. Unless otherwise agreed, the

receiving parent shall be responsible for picking up the minor child at the commencement of his or her custodial period.

5. The parents shall have no discussion with the minor child concerning the relationship of Paul and Alix that is in any manner demeaning, disgraceful, humiliating, embarrassing, degrading, derogatory, belittling, disparaging, abusive, deprecating, or ridiculing to either Paul or Alix. The parents shall discuss their feelings, attitudes and problems, concerning each other, directly with each other and not involve their child in any such discussions. The parents shall use best efforts to ensure that 3rd parties also refrain from having such discussions with the minor child and shall remove the minor child from any such conversations.

6. If in the event either parent relocates more than 150 miles from their current residence, the parents shall follow the provisions outlined in Utah Code § 81-9-209.

7. The parents shall also adopt § 81-9-202(19) of the Utah Code. More specifically, for emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

8. Pursuant to Utah Code Ann. § 81-9-203 et seq., the parents shall adopt the following additions to the parenting plan, which have all been averred in good faith:

a. For holiday parent-time, unless otherwise agreed, the parents shall follow the holiday schedule as set forth in § 81-9-305 of the Utah Code with Paul being designated as the custodial parent.

b. Each parent shall immediately inform the other party 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.

c. If either parent has to leave the minor child with a caretaker or any other person for any time period in excess of four (4) hours during that parent's custody or parent-time, that parent must give the other parent the first right of refusal to watch and care for the minor child during that time period. In addition, each parent shall provide the other party his or her work schedule in order to facilitate the other parent's ability to exercise his or her right of first refusal.

d. Both parents shall be polite and cordial and behave maturely during exchanges of the minor child.

e. The parents shall be flexible in making temporary adjustments in their parenting plan schedule for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible and at least 24 hours, except in an emergency. The other parent shall use his or her discretion in allowing for an adjustment, but

shall not unreasonably refuse.

f. Both parents shall allow liberal phone visitations and will encourage the child to call the other parent. Each parent will allow the child to contact the other parent anytime the child desires to have phone contact. Telephone contact shall not be blocked or withheld or unreasonably limited. Each parent shall ensure that the child is given privacy when speaking to the other parent on the telephone and no recording devices shall be utilized.

g. Either parent may make emergency decisions regarding health and safety of the minor child.

h. Day-to-day decisions regarding the care, control and discipline of the minor child will be made by the parent with whom the child is residing at the time.

i. Neither parent shall ask, nor attempt in any way, to have the child transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the child.

j. Both parents shall recognize that the best interests of a child require them to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents shall use their best efforts to foster the development and maintenance of a positive relationship between the child and parent by encouraging and promoting respect and good feelings towards the other parent.

k. The parents shall notify the other when a child is ill. Neither parent shall

use illness of the child as a means to frustrate the other parent's parent-time.

l. The parents shall never schedule or promote to the child any special events or activities that fall on the other parent's parent-time without first obtaining permission from that parent.

m. Each parent shall ensure that the other parent's name, address and telephone number is provided to each and every health care provider, educational institution, and childcare provider as the child's parent. Each parent shall also ensure that the other party is listed in all records as an individual entitled to access to the records, entitled to pick up or drop off the child, and entitled to be contacted in case of emergency.

n. Each parent shall notify the other party within 24 hours of receiving notice of all school, social, sports and/or community functions in which the child is participating or being honored, and each party is entitled to attend and participate fully. This includes, but is not limited to, extracurricular games, school holiday programs, parent-teacher conference, participation in church services, and awards, health care, and day care.

o. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.

p. 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.

CHILD SUPPORT

9. Paul shall pay child support to Alix in the sum of \$284 per month which is based

on Paul's gross monthly income of \$6,666.00 and Alix's gross monthly income of \$1,751.00, and as calculated using the joint physical custody worksheet, with Paul having 182 overnights and Alix having 183 overnights, and pursuant to the provisions of the Uniform Civil Liability for Support Act, Title 81, Chapter 6, Utah Code Ann.

a. Unless the Court orders otherwise, support for the child terminates at (1) the time the 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 Ann. § 78A-6-801, et seq.

b. Child support payments shall begin August 1, 2026. The monthly child support shall be paid one-half (1/2) on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless 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 person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. Chapter 62A-11 parts 4 and 5, and any Federal or 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, Utah 84145-5011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall 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 Alix.

10. In accordance with Utah Code § 81-9-101(4), the parties shall equally share the minor child's school fees and expenses and costs associated with activities the minor child is involved in at school. Each party shall also pay one-half (1/2) of any other agreed upon extracurricular expenses for the minor child.

DEPENDENCY EXEMPTIONS

11. The parties shall alternate claiming the minor child as a dependent for income tax exemption purposes with Paul claiming the minor child in all even years commencing with 2026, and Alix claiming the minor child in all odd years commencing with 2025.

ALIMONY

12. In consideration for the distribution of assets and debts as set forth herein, and because both parties are financially capable of providing for themselves, neither party shall be awarded alimony now or in the future.

MEDICAL INSURANCE & EXPENSES

13. Pursuant to Utah Code § 81-6-208, et. seq., each party shall provide the minor child with medical and dental insurance coverage, if available at a reasonable cost.

a. Each party shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child 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 children in the instant case.

b. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor child, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

c. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child. If a party remarries and his or her dependent child are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the dependent child.

d. The party who is maintaining 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, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

e. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment.

f. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with above.

CHILDCARE

14. Pursuant to § 81-6-209, et. seq., of the Utah Code, each parent shall share equally the reasonable work-related childcare expenses of the parents, if necessary.

a. If an actual expense for childcare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses shall provide written verification of the costs and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. The parents shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the Court, a parent who incurs childcare 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 above.

REAL PROPERTY

15. Prior to the marriage, Paul purchased a home located at 3635 West 7865 South, West Jordan, Utah 84088. There is currently a first mortgage of approximately \$159,069.89 and a HELOC of approximately \$85,220.31 due and owing on the home. The value of the home is approximately \$450,000.00. Paul shall be awarded the sum of \$40,000.00 as his portion of the equity in the home. Alix shall be awarded the remaining equity. Alix shall be afforded the opportunity to refinance the home in her name within one hundred and twenty (120) days from the June 29, 2026. If she can do so, she shall pay to Paul the sum of \$40,000.00 as his share of the equity therein. If she cannot refinance in that time, the home shall be sold and the first mortgage and HELOC shall be paid from the proceeds and Paul shall be awarded \$40,000.00 from the proceeds and Alix shall be awarded the remaining equity from the sale of home. Paul

shall pay the mortgage, HELOC and gas and power utilities for the month of July, 2026.

Commencing August 1, 2026, Alix shall be responsible for the mortgage, HELOC, and all utilities for the home, holding Paul harmless therefrom.

PERSONAL PROPERTY

16. During the marriage the parties have acquired certain items of personal property, which shall be divided as the parties can agree and the parties shall arrange a date and time for Paul to go through the marital residence to identify his personal property and any other items he desires. If the parties cannot agree to the division of the personal property items, they shall return to mediation prior to seeking court intervention. Each party shall be awarded the vehicle currently in his or her possession subject to any debt thereon, holding the other party forever harmless therefrom. Alix shall refinance the Toyota Rave-4 in her name within one-hundred and twenty (120) days from June 29, 2026, and shall be solely responsible for any payment on that vehicle. Each party shall be awarded any and all personal property which was inherited or gifted to that party or which that party brought into the marriage and owned prior thereto.

17. The parties have not acquired any retirement, pensions, or stocks options to be divided by this court.

DEBTS & OBLIGATIONS

18. During the marriage the parties have incurred certain debts and obligations which shall divided as heretofore agreed upon between the parties.

19. Each party shall be solely responsible for any debt incurred by him or her after the date of divorce herein, holding the other party harmless therefrom.

20. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. § 81-4-406(3)(b) and do any follow-up necessary to effectuate these statutes.

MISCELLANEOUS PROVISIONS

21. Each party shall be ordered to execute and deliver to the other party any documents (*e.g.*, deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by the Court.

22. Each party shall pay his or her own attorney's fees incurred in this matter.

-----**END OF ORDER**-----

Approved as to Form:

\s\ Kent R. Cottam
Attorney for Respondent
(Signed by Joseph Lee Nemelka with
permission of Kent R. Cottam)

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of July 2026, I caused a true and correct copy of the foregoing to be ☐ E Filed, ☐ mailed, postage prepaid, ☐ hand-delivered, ☒ sent via Email to:

Kent R. Cottam
LEGAL AID SOCIETY OF SALT LAKE

960 South Main Street
Salt Lake City, Utah 84101
kcottam@lasslc.org

\s\ Joseph Lee Nemelka