

Felicia Quintos Zubiato
Name
4004 S. Peachwood Dr.
Address
West Valley City, Utah 84119
City, State, Zip
509-808-4881
Phone
felicia.stelmach@gmail.com
Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one) ☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case) Felicia Quintos Zubiato (name of Petitioner) and Germain Rodriguez Zubiato (name of Respondent) Other parties (if any)	Divorce Decree 254906315 Case Number Linda Jones Judge Russell Minas Commissioner (domestic cases)
---	---

The court decrees:

Divorce

1. Felicia Quintos Zubiato is granted a divorce. Felicia Quintos Zubiato testified at a on grounds and jurisdiction for divorce. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Felicia Quintos Zubiato** and **Germain Rodriguez Zubiato** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Germain Manolo Zubiato**

Date of Birth: **Jul 30, 2016**

b.

Child Name: **Geremiah Javier Zubiato**

Date of Birth: **Jun 6, 2018**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Germain Manolo Zubiato**

Date of Birth: **Jul 30, 2016**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 8, 2020**

Address: **4004 S. Peachwood Dr. , West Valley City, Utah 84119 United**

States

(1).

Caretaker at this address: **Rita Stelmach, Damion Zubiato, Dominic Zubiato, Felicia Zubiato**

Caretaker current address: **4004 S. Peachwood Dr. , West Valley City, Utah 84119 United States**

ii.

Move-out Date: **Nov 8, 2020**

Move-in Date: **Oct 8, 2020**

Address: **8092 W 3380 S, Magna , Utah 84044 United States**

(1).

Caretaker at this address: **Maria and Javier Zubiato, Germain and Felicia Zubiato**

Caretaker current address: **8092 W 3380 S, Magna , Utah 84044 United**

States

b.

Child Name: **Geremiah Javier Zubiato**

Date of Birth: **Jun 6, 2018**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 8, 2020**

Address: **4004 S. Peachwood Dr. , West Valley City, Utah 84119 United**

States

(1).

Caretaker at this address: **Rita Stelmach, Dominic Zubiato, Damion Zubiato, Felicia Zubiato**

Caretaker current address: **4004 S. Peachwood Dr. , West Valley City, Utah 84119 United States**

ii.

Move-out Date: **Nov 8, 2020**

Move-in Date: **Oct 8, 2020**

Address: **8092 W 3380 S, Magna , Utah 84044 United States**

(1).

Caretaker at this address: **Javier and Maria Zubiato. Felicia and Germain Zubiato**

Caretaker current address: **8092 W 3380 S, Magna , Utah 84044 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Felicia Quintos Zubiato** and **Germain Rodriguez Zubiato**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Felicia Quintos Zubiato** and **Germain Rodriguez Zubiato** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is proposed by **Felicia Quintos Zubiato**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Felicia Quintos Zubiato** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Felicia Quintos Zubiato's** home **254** overnights each year and in **Germain Rodriguez Zubiato's** home **111** overnights each year.

Parent-time

9. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. I (**Felicia Zubiato**) would like to have full custody until **Germain Zubiato** can prove that he is capable and is in the right state of mind to be able to have set days for parent time. I would feel more comfortable if his parents are also there supervising while the children are there. **Germain Zubiato** has expressed that he cannot take the children to and from school or watch them during summer breaks and during the week because he works and will most likely be able to take the children on scheduled weekends that work best for him.

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Noncustodial parent	Germain Rodriguez Zubiato
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years

Holiday	Period	Noncustodial parent	Germain Rodriguez Zubiate
Halloween	(1) Holiday begins on 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
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 after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years: Germain Rodriguez Zubiate is the father
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Germain Rodriguez Zubiate, but not weekends normally exercised by Germain Rodriguez Zubiate. Noncustodial parent will notify Germain Rodriguez Zubiate of the summer break extended parent-time by May 1 each year. Germain Rodriguez Zubiate will also have two weeks of uninterrupted extended	Odd years	Even years

Holiday	Period	Noncustodial parent	Germain Rodriguez Zubiato
	parent time when school is not in session, at the option of Germain Rodriguez Zubiato. Germain Rodriguez Zubiato will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Germain Rodriguez Zubiato may determine the schedule for extended parent-time for Noncustodial parent, so long as Germain Rodriguez Zubiato has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Germain Rodriguez Zubiato's Birthday	Germain Rodriguez Zubiato will have parent-time each year on Germain Rodriguez Zubiato's birthday from 3:00 p.m. until the following morning when Germain Rodriguez Zubiato delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior

to each scheduled parent-time.

Curbside transfers

(The parent/person picking up or dropping off the children does not leave the vehicle and the other parent/person does not leave the residence.)

12. There will be curbside transfers. The parent/person dropping-off or picking-up a child will remain in the vehicle and the other parent/person will remain in the residence, building, or other vehicle where that other parent/person has been waiting, so that the two parents/persons are never in each other's physical presence.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Sole decision-making.

14. Felicia Quintos Zubiato will make decisions about education.

15. Felicia Quintos Zubiato will make decisions about health care.

16. Felicia Quintos Zubiato will make decisions about religion.

17. Felicia Quintos Zubiato will make decisions about **Childs place of residence..**

Education plan

18. The school the children will attend is based on **Felicia Quintos Zubiato's** home residence.

19. Felicia Quintos Zubiato has authority to check the children out of school. Felicia Quintos Zubiato has access to the children during school. If the parents cannot agree, education decisions will be made by Felicia Quintos Zubiato.

Communication with each other

20. Parents will communicate with each other by:

In person

By email:	Felicia Quintos Zubiato	felicia.stelmach@gmail.com
	Germain Rodriguez	suckaduckaproductions@gmail.com
	Zubiato	

By texting:	Felicia Quintos Zubiato	(509) 808-4881
	Germain Rodriguez	(385) 900-3451
	Zubiato	

Communication with the children

21. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.

- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.
22. Parents and children may communicate with each other:
- At any reasonable times:
 - Weekends between **08:00 AM and 08:00 PM.**
 - Holidays between **08:00 AM and 08:00 PM.**
 - School days **08:00 AM and 08:00 PM.**
 - School vacation days **08:00 AM and 08:00 PM.**
 - By telephone
Parents will maintain voice mail so the children can leave and receive messages.
 - By text
23. Other terms about communication with the children: **Other parent should be in the right state of mind when reaching out to children.**

Records and information sharing

24. Other terms regarding records and information sharing:
- I have been the only parent that deals with these types of situations from the beginning. He is not familiar with their medical history and needs. I would not feel comfortable with Germain having any say about this.**

Travel by the children

25. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
26. If the children will be travelling for more than 1 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.
27. Other agreements about travel by the children: **Both children need to have their emergency bag with them at all times no matter where they go. It contains their albuterol inhalers, EpiPen's, eczema medications, creams, Benadryl as well as the de-choker. There should not be any dogs in the vehicles or on the beds when traveling due to Germain Zubiata Jr. being allergic to animals. Food labels must be checked prior to the food being given to both children to ensure it does not contain any eggs or peanuts. If there is no label, it can not be given to the children unless he is aware that the ingredients used do not contain the allergens. Germain Zubiata Jr. is allergic to peanuts, nuts and eggs Geremiah Zubiata is allergic to eggs.**

Child care

28. A child care provider for our children must be:
29. Other terms about child care: **Only family and I would like to determine who that person would be and authorize them prior to.**

Relocation of a parent (Utah Code 81-9-209)

30. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.
- a. The written Notice of Relocation must include:
 - Information about the move;
 - A proposed parent-time schedule; and
 - A statement that the parents will not interfere with the other parent's parent-time.
 - b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.
31. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the

noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

32. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

33. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

34. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Arbitration**

35. Other agreements about resolving disputes:

b. **We will discuss in good faith what is best for the children, if we don't come to an agreement, we can proceed with Arbitration.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

36. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Felicia Quintos Zubiato) (Utah Code 81-6-203)

37. **Felicia Quintos Zubiato's** gross monthly income for child support purposes is **\$6979**. **Felicia Quintos Zubiato** receives the following gross monthly income:

Income: Respondent (Germain Rodriguez Zubiato) (Utah Code 81-6-203)

38. **Germain Rodriguez Zubiato's** gross monthly income for child support purposes is **\$3813**. **Germain Rodriguez Zubiato** receives the following gross monthly income:

39. The adjusted gross monthly income for **Germain Rodriguez Zubiato** is **\$3813**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

40. It is in the best interest of the children that **Germain Rodriguez Zubiato** be ordered to pay child support to **Felicia Quintos Zubiato** as follows:

a. **\$614.00** per month base support. This amount complies with the Utah Child Support Act.

41. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

42. The **joint** custody worksheet was used to calculate child support.

43. The base child support amount using the joint custody calculation is **\$614** per month.

Child support reduction for extended parent-time

44. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

45. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

46. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

- a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:
450 South State Street Salt Lake City, Utah 84114
unless ORS gives notice that payments should be sent elsewhere.

47. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

48. The issue of past-due child support may be decided by future court or administrative action.

49. **Germain Rodriguez Zubiato** will pay any ORS fees. If **Felicia Quintos Zubiato** is the ORS applicant and the fees are withheld from payments to **Felicia Quintos Zubiato**, **Germain Rodriguez Zubiato** will reimburse **Felicia Quintos Zubiato**.

50. The parties must notify each other within 30 days of any change in their income.

51. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

52. **Felicia Quintos Zubiato** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

53. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

54. **Germain Rodriguez Zubiato** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Felicia Quintos Zubiato's** insurance will be primary coverage.
- **Germain Rodriguez Zubiato's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Felicia Quintos Zubiato's** spouse's insurance will be primary coverage.
- **Germain Rodriguez Zubiato's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

55. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

56. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

57. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

58. Vehicles will be divided as follows:

- a.
Year: **2015**
Make: **Mercedes**
Model: **C300**
VIN: **N/A**
Owner (before divorce): **Felicia Zubiarte**
Current value: **\$7,200.00**
Amounts Estimated: **no**
Ownership After Divorce: **Felicia Quintos Zubiarte**

l.

Lender: **America First Credit Union**
Address: **60 E S Temple St Ste 185, Salt Lake City, UT 84111**
Date Acquired: **N/A**

Amount Owed: **\$17,465.00**

Amounts Estimated: **no**

Monthly Payment: **\$490.00**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

b.

Year: **2017**

Make: **Mercedes**

Model: **E300**

VIN: **N/A**

Owner (before divorce): **Germain Zubiato**

Current value: **\$15,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Guessing-unsure**

Ownership After Divorce: **Germain Rodriguez Zubiato**

I.

Lender: **Unknown**

Address: **Unknown**

Date Acquired: **N/A**

Amount Owed: **\$20,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **All information unknown**

Monthly Payment: **\$700.00**

The debt will be paid as follows: **Germain Rodriguez Zubiato will pay the entire debt. Germain Rodriguez Zubiato will provide a copy of the divorce decree to the lender.**

Money owed to Felicia Quintos Zubiato

59. The cash owed to Felicia Quintos Zubiato will be divided as follows:

a.

Address: **8092 W 3380 S, Magna , Salt Lake , Utah 84044 United States**

Date Opened: **Sep 1, 2024**

Balance (US Dollars): **\$900.00**

Estimated: **yes**

Estimation basis: **Estimated rounding**

Owner: **Felicia Quintos Zubiato**

Co-Owner(s): **N/A**

Divide as follows: **Felicia Quintos Zubiato should be awarded the entire**

balance of \$900.00 from this money.

Other financial assets

60. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **8092 W 3380 S, Magna , Salt Lake , Utah 84044 United States**

Balance (US Dollars): **\$8,000.00**

Estimated: **yes**

Estimation basis: **Last known owed amount was around \$6,500. Original balance around \$8,000.**

Owner: **Felicia & Germain**

Co-Owner(s): **N/A**

Divide as follows: **Amount owed is \$212 per month (due 12th/monthly) until paid off after 4 more years (5 years total financed around \$8,000.) Annual renewal fee of \$350 was due 10/17/25 and will continue each year until Great Resorts Vacations is terminated. Unable to cancel as this is locked in a contract. We purchased this last year in 2024 in an agreement we would pay half of the monthly fees and all fees associated and split the vacation share. Germain Zubiante has only paid \$200 towards this debt to date since the contract was signed. The monthly and annual fees are automatically debited from Felicia Zubiante's checking account.**

b.

Address: **4004 S. Peachwood Dr. , West Valley City, Salt Lake, Utah 84119 United States**

Balance (US Dollars): **\$8,000.00**

Estimated: **yes**

Estimation basis: **amount fluctuates based on interest**

Owner: **Felicia and Germain**

Divide as follows: **50/50. I have been on a payment plan to cover the monthly minimum fee which is never going to be satisfied while paying the minimum fee. Felicia Zubiante pays \$100 per month until satisfied. I would like to get this paid as soon as possible so the interest/penalties does not accrue any further.**

c.

Address: **4004 S. Peachwood Dr. , West Valley City, Salt Lake, Utah 84119 United States**

Balance (US Dollars): **\$889.27**
Estimated: **yes**
Estimation basis: **last known amount**
Owner: **Both**
Divide as follows: **50/50**

Debts

61. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **5753**
Institution Name: **Credit One**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$2,010.09**
Minimum Monthly Payment (in US Dollars): **\$101.00**
Owner: **Felicia Zubiato**
Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

b.

Account Number: **5503**
Institution Name: **Ally**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$929.29**
Minimum Monthly Payment (in US Dollars): **\$35.00**
Owner: **Felicia Zubiato**
Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

c.

Account Number: **1091**

Institution Name: **Merrick Bank**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,795.04**

Minimum Monthly Payment (in US Dollars): **\$61.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

d.

Account Number: **4425**

Institution Name: **Avant**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$488.92**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

e.

Account Number: **8799**

Institution Name: **Milestone**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$697.27**

Minimum Monthly Payment (in US Dollars): **\$40.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

f.

Account Number: **4641**

Institution Name: **Famous Footwear**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$30.00**

Minimum Monthly Payment (in US Dollars): **\$447.40**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

g.

Account Number: **9197**

Institution Name: **Mission Lane**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$563.83**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

h.

Account Number: **5736**

Institution Name: **Imagine**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$701.27**

Minimum Monthly Payment (in US Dollars): **\$47.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

i.

Account Number: **2847**

Institution Name: **Destiney**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$636.85**

Minimum Monthly Payment (in US Dollars): **\$40.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name. Only in Felicia.**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

j.

Account Number: **6669**

Institution Name: **Surge**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,089.26**

Minimum Monthly Payment (in US Dollars): **\$105.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name. Only in Felicia.**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

k.

Account Number: **3070**

Institution Name: **Victoria Secret**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$184.81**

Minimum Monthly Payment (in US Dollars): **\$35.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This CC is not in Germain's name. Only in Felicia.**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

Medical Debt

a.

Account Number: **3741**

Institution Name: **Common Spirit**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$342.64**

Minimum Monthly Payment (in US Dollars): **\$32.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Medical bills still clearing. Balance and monthly payment will increase once insurance pays their portion.**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.

Account Number: **3429**

Institution Name: **Style Inc**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,150.00**

Minimum Monthly Payment (in US Dollars): **\$250.00**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

b.

Account Number: **3671**

Institution Name: **Fin Fit**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,786.61**

Minimum Monthly Payment (in US Dollars): **\$480.00**

Owner: **Felicia Zubiato**

Estimation Basis: **Last minimum payment. This is not in Germain's name.**

Only in Felicia.

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

c.

Account Number: **2898**

Institution Name: **AFCU LOC**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$481.68**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

d.

Account Number: **2898**

Institution Name: **AFCU Loan**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,305.67**

Minimum Monthly Payment (in US Dollars): **\$105.00**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

e.

Account Number: **2898**

Institution Name: **Affirm**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$167.12**

Minimum Monthly Payment (in US Dollars): **\$41.75**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

f.

Account Number: **2898**

Institution Name: **Affirm**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$421.61**

Minimum Monthly Payment (in US Dollars): **\$35.13**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

g.

Account Number: **2898**

Institution Name: **Affirm**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$626.88**

Minimum Monthly Payment (in US Dollars): **\$34.83**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

h.

Account Number: **2898**

Institution Name: **Affirm**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$71.90**

Minimum Monthly Payment (in US Dollars): **\$23.98**

Owner: **Felicia Zubiato**

The debt will be paid as follows: **Felicia Quintos Zubiato will pay the entire debt. Felicia Quintos Zubiato will provide a copy of the divorce decree to the lender.**

Real property

62. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

63. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

64. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

65. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0782**

Plan Name: **401k**

Plan Administrator: **Fidelity Brokerage Services LLC**

Company Name: **isolved, Inc**

Address: **900 Salem Street, Smithfield, RI 02917**

Date Opened: **Sep 7, 2010**

Plan Value: \$1

This plan is in the name of: **Felicia Quintos Zubiato**

Divide as follows: **The entire account should be awarded to Felicia Quintos Zubiato.**

Retirement money - pensions

66. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

67. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0000**

Plan Name: **Pension**

Plan Administrator: **U of U**

Company Name: **U of U**

Address: **Unknown**

Date Opened: **Sep 16, 2022**

Plan Value: **\$15000**

This plan is in the name of: **Germain Rodriguez Zubiato**

Divide as follows: **The retirement money should be awarded by percentage.**

Felicia Quintos Zubiato should be awarded 50% and Germain Rodriguez Zubiato should be awarded 50%. Germain Rodriguez Zubiato should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

Duty to sign documents

68. 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)

Judge's signature may instead appear at the top of the first page of this document.

August 19, 2026

Date

Signature

Linda M. Quinn



Judge _____

Date

Signature ► _____

Commissioner _____

Approved as to Form.

Other Party

Signature ► _____

Other Party Name Germain Rodriguez Zubiato

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Germain Rodriguez Zubiato**

Method of service: **Email**

Address: **suckaduckapro@gmail.com**

Date of Service: **Jul 28, 2026**

07/28/2026

Date

Signature ►

Felicia Quintos Zubiato

Printed
Name

Felicia Quintos Zubiato