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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:

ANDREA ELIZABETH MEJIA
HERNANDEZ,

Petitioner,
and

MICKEY MISAEEL TREJO BORJAS,

Respondent,
and

State of Utah,
Office of Recovery Services,

Intervenor.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 264902107 DA

Judge Dianna Gibson

Commissioner Rusell Minas

The above-entitled matter came before the Honorable Judge Gibson. Petitioner, Andrea Elizabeth Mejia Hernandez (herein after referred to as “Andrea” or “Petitioner”) was represented by Kent R. Cottam LEGAL AID SOCIETY OF SALT LAKE. Respondent, Mickey Misael Trejo Borjas (herein after referred to as “Mickey” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Mickey's default.

Andrea has attended the Mandatory Divorce Education Course and said attendance has been waived for Mickey. 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:

1. Andrea is hereby awarded a Decree of Divorce from Mickey, such to become final upon signature and entry herein.

2. Andrea and Mickey were married on November 10th 2018 in Salt Lake City and are presently married. The parties separated on or about May 2023.

Provisions Relating to Grounds

3. 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

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

“A.M.T.M., born July of 2017”

“J.S.T.M., born November 2019”

“L.A.T.M., born September 2021”

5. Pursuant to Rule 100 Utah Rules of Civil Procedure, Andrea 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

6. 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. 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.

c. Andrea knows of the following criminal, delinquency or protective order cases involving a party or the parties' children:

i. State of Utah vs. Mickey Misael Trejo-Borgas, Salt Lake Justice Court, State of Utah, Case No. 261600092, Judge Shauna Graves-Robertson presiding, Assault , Domestic Violence in the Presence of Child, Domestic Violence in the Presence of Child , Domestic Violence in the Presence of Child. Arraignment set for April 28, 2026.

ii. State of Utah vs. Mickey Misael Trejo-Borgas, Third District Court, Salt Lake City, State of Utah, Case No. 261903960, Judge James Blanch presiding, Violation of a Protective Order. Initial appearance set for April 27, 2026.

iii. Andrea Mejia Hernandez v. Mickey Trejo Borjas, Protective Order, 3rd District Court Salt Lake County, State of Utah, Civil No. 264900866 Judge Linda Jones, presiding, Protective Order entered March 3rd 2026.

e. Andrea 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

7. Andrea shall be awarded the sole legal custody and sole physical custody of the parties' minor children, subject to Mickey's right to parent-time, as limited per recommendation of Guardian ad Litem and the order in parties' protective order case, as follows:

Mickey's parent time is 3rd party supervised using a mutually agreed upon 3rd party. An approved third party supervisor is Andrea's grandmother. Mickey may have up to 6 hours of parent time per week as the parents may agree. If a 3rd party supervisor can not be agreed upon, Mickey can use a professional agency at Mickey's expense.

Mickey nor 3rd party supervisor shall use alcohol during parent time.

Parties to pick up and drop off at unified substation at: 4250 West 5415 South, Kearns, Utah, unless professional supervision is utilized.

Mickey may attend school or sporting events at the same time but must stay 50 feet away and not interact with Andrea.

Mickey shall not use physical discipline on the children.

Parties shall only communicate via text message and only regarding the minor children.

8. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

a. Both parents shall restrain from disparaging the other in the presence of the minor

children or on social media and shall prevent third parties from doing the same.

b. Both parents shall restrain from harming or threatening harm to the other party and shall prevent third parties from doing the same.

c. Both parents shall restrain from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor children and shall prevent third parties from doing the same.

d. Both parents shall keep all potentially dangerous substances locked away and out of reach of the minor children. Both parents shall restrain from excessively drinking alcohol or using illegal drugs or taking prescription medications for other than their intended use, during or immediately prior to exercising parent-time and should prevent third parties from doing the same.

e. Both parents shall restrain from smoking cigarettes, e-cigarettes, vapes, etc. immediately before and during all periods of parent-time with the minor children and should restrain third parties from doing the same.

f. Mickey shall keep Andrea apprised of their current address, telephone number, and email address at all times.

g. Mickey shall be restrained from removing the minor children from the State of Utah without Andrea's written consent.

h. Both parents shall be polite and cordial and behave maturely during exchanges of the children. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by

encouraging the children to spend time with the other parent.

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

j. Transfers of the minor children for parent-time should take place curbside. The parent picking up or dropping off the minor children shall not leave the vehicle and the other parent should 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

9. Andrea is employed, earns **\$18.24** per hour, works **40** hours per week and therefore grosses **\$3,161.80** per month.

10. Mickey is employed, earns **\$20.00** per hour, works 40 hours per week and therefore grosses **\$3,466.66** per month.

11. Pursuant to Utah Code § 81-6-202 Mickey shall be ordered to pay child support to Andrea commencing **May 1, 2026, the first day of the first month following the filing of the Petition for Divorce in April, 2026**, as follows:

a. The sum of **\$819.00** 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, Mickey should make child support payments directly to Andrea.

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 Mickey. If Andrea is the ORS applicant and the fee is withheld by ORS from payments to Andrea, Mickey shall reimburse Andrea for the fee.

g. Andrea should be awarded judgment for child support arrears against Mickey in the amount of \$ **28,665.00** for the period of May 2023 through April 2026 (35months x **\$819**= **28,665**).

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 **\$819.00**. The child support obligation of the mother shall be **\$747.00**. 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.

Provisions Relating to Health Insurance

12. Pursuant to U.C.A. § 81-7-102, (1953, as amended) 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 should 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

13. 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

14. Mickey shall obtain a life insurance policy on Mickey's life, so long as such is available at a reasonable cost or through Mickey's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. Mickey shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Respondent shall irrevocably designate the parties' minor children as beneficiaries on said life insurance policy, and designate Andrea as the trustee for said minor children.

Provisions Relating to Debts and Obligations

15. Each party shall assume and pay the following:

<u>Andrea</u>	<u>Mickey</u>
½ of Medical Bill totaling \$2,209. Andrea's ½ share is \$1,104.50.	½ of Medical Bill totaling \$2,209. Mickey's ½ share is \$1,104.50.

a. All remaining debts and obligations should be the responsibility of the party who incurred the particular debt.

b. Pursuant to Utah Code § 81-4-406(3) the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Personal Property

16. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore

divided it.

Provisions Relating to Real Property

17. 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

18. Neither party shall be awarded alimony.

Miscellaneous Provisions

Restraining Order

19. Mickey has physically abused or threatened physical abuse to Andrea. Such conduct by Mickey constitutes a threat of immediate harm to Andrea. Therefore, Mickey shall be restrained from bothering, harassing, annoying, threatening, or harming Andrea at Andrea's place of residence, employment or any other place and the following order shall be entered:

THE SALT LAKE CITY POLICE, SALT LAKE COUNTY SHERIFF, CONSTABLE OR OTHER APPROPRIATE PEACE OFFICER SHALL BE DIRECTED TO RENDER ANY NECESSARY ASSISTANCE TO ANDREA. FURTHER, VIOLATION OF ANY OF THE PROVISIONS MENTIONED HEREIN SHALL BE DEEMED CONTEMPTUOUS, AND MICKEY SHOULD BE PUNISHED ACCORDINGLY.

Taxes

20. Andrea shall be entitled to claim the following minor child as an exemption for the purpose of filing federal and state income tax returns: **AMTM born July of 2017 and**

LATM born September 2021. Provided that Mickey is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, Mickey shall be entitled to claim the following minor child as an exemption for the purposes of filing federal and state income tax returns: **JSTM born November 2019.**

a. At such time there is only one minor child who can be claimed and provided that Mickey is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, the parties shall be entitled to claim the child as an exemption for the purpose of filing federal and state income tax returns in alternating years with Andrea claiming the child in **even** numbered years and Mickey claiming the child in **odd** numbered years.

b. In the event Mickey is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Mickey, Andrea shall be entitled to claim the parties' minor **JSTM born November 2019** for the purpose of filing federal and state income tax returns for said tax year.

Attorney's Fees

21. Based upon Andrea's need to hire counsel and bring this action before the Court and consistent with U.C.A. § 81-1-203 Mickey shall be ordered to pay Andrea's attorney fees and Andrea be awarded judgment against Mickey for attorney fees in the amount of \$350.00 if this matter is uncontested. In the event that the matter is contested, Mickey shall pay an additional reasonable sum as may be deemed appropriate.

Approved as to form:

/s/Brody McKelvey
Brody McKelvey
Attorney for Intervenor

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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.

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of July, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served ☐ via the court's electronic filing system, ☒ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☐ via e-mail, as addressed, to:

Andrea Elizabeth Mejia Hernandez
2855 S Goship Ln. Apt. 201
Magna, Utah 84044

Mickey Misael Trejo Borjas
4823 S Desert Dusk Rd
Taylorsville, Utah 84044

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

