



MALCOLM LAMB (20283)
NELSON JONES, PLLC
1085 W 9000 S Ste 300
West Jordan, UT 84088
Tel: 385.443.5983
malcolm@nelsonjoneslegal.com

If you do not respond to this document within applicable time limits, judgment could be entered against you as requested

Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

SAMUEL RAMIREZ-ROSAS,

Petitioner,

&

MARIA ARACELY SUASTE- RAMIREZ,

Respondent.

DECREE OF DIVORCE

Case No. 254905905

Judge Derek Williams

Commissioner Joanna Sagers

The Court reviewed the parties' Stipulated Petition for Divorce and made Findings of Fact and Conclusions of Law and now enters a Decree of Divorce on the grounds of irreconcilable differences, upon the terms herein.

1. Parties 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. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.

3. Petitioner and Respondent were married on June 26, 2021. Parties separated on or about December 1, 2023

PROVISION REGARDING VENUE

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201.

PROVISION REGARDING GROUNDS

5. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING PARTIES' CHILD

6. Parties are the parents of three Children, all of which are minors, namely: A.R., born February 8, 2014; J.R., born November 28, 2021; and G.R., born October 18, 2023 (the "Children").

A. Neither Party is currently pregnant.

7. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or

delinquency involving the above-named The Children in juvenile court, or any other court.

**PROVISIONS REGARDING UNIFORM CHILD CUSTODY JURISDICTION
AND ENFORCEMENT ACT**

8. Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code, Section 78B-13-101 through 318 in that:

A. Utah is the home state of the The Childrenren at the commencement of this proceeding.

B. Pursuant to Utah Code, Section 78B-13-209, The Childrenren currently reside at 4820 W 4805 S, Kearns UT 84118.

Initials of The Children City, State & Zip where The Children lived (not street address)	Beginning and ending dates The Children lived at that address	Name of person(s) with whom The Children lived Person's current City, State & Zip (not street address)	Person's relationship to The Children
A.R. J.R. G.R. Kearns UT 84114	2018-2025	Samuel Ramirez-Rosas Maria Aracely Suaste Ramirez	Father Mother

C. Parties have not participated, as a named-party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the Children.

D. Samuel has no information of any proceedings that could affect the current proceeding, including proceedings for enforcement and

proceedings relating to domestic violence, protective orders, termination of parental rights, or adoptions.

E. Samuel does not know of any person not a party to this proceeding who has physical custody of the Children, or who claims rights of legal custody or physical custody of, or visitation with, the Children.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

9. Parties shall be awarded joint legal custody and joint physical custody of the Parties' the Children, with Samuel being awarded 145 overnights and Maria being awarded 220 overnights in accordance with Utah Code 81-9-303.

10. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to the Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Maria shall be the final decision-maker. If Samuel disagrees with Maria's decision, Samuel may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

11. Each parent may make decisions regarding the day-to-day care and control of the Children when the Children are residing with that parent.

Either parent may make emergency decisions affecting the health or safety of the Children.

12. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

13. Parent time shall be as the Parties agree. If Parties cannot agree, then parent time shall be awarded rights of parent-time with The Children as follows:

A. Samuel shall exercise parent-time beginning at 5pm Friday evening and ending Monday morning, every other weekend beginning with the first weekend after the Divorce Decree is entered.

B. Samuel shall also receive an overnight with the Children every Wednesday, beginning Wednesday after school and ending Thursday morning.

C. Samuel shall receive 4 weeks of parent-time with the Children during the summer. These weeks shall be scheduled as the Parties agree. If the Parties cannot agree, then this block of parent-time shall begin on the morning of the first Monday of July and end on the evening of Samuel's fourth Sunday of parent-time. Maria shall still be entitled to her statutory holiday parent time if Samuel's extended time is taken in July.

D. Child exchanges shall take place at the time the Children's school begins or, if school is not in session, at 9am.

E. Each year, a parent may designate at least two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. One parent may make a designation at any time and the other parent may make a designation after May 1; in even years, Samuel shall make the earlier designation and Maria shall make the earlier designation in odd years. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

F. Holidays: Each holiday shall be granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Noncustodial Parent's Years	Custodial Parent's 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 Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at	Odd	Even

	the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
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 Children; (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	Odd
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	Odd	Even

	before school resumes.		
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with The Children; (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	Odd
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if Mother	All years if Mother
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 if Father	All years if Father
Juneteenth	(1) Holiday	Even	Odd

National Freedom Day (or "Juneteenth")	begins at: (a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or (b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with The Children; (b) the time that school is regularly dismissed; or	Odd	Even

	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
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	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
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.	Even	Odd

	(2) Holiday ends at 9 p.m. on the same day as the holiday begins.		
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	Even
Thanksgiving	(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 the night before school resumes.	Even	Odd
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	Odd	Even

	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.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
The Children's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After The Children's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

G. Parties shall not use illegal drugs, misuse prescription medication, or alcohol while the Children are in his/her care. Parties shall not allow third parties to use illegal drugs, misuse prescription medications, or abuse alcohol in the Children's presence. If a Party has a reasonable belief

that other Party is drunk, using illegal drugs, or misusing prescription medication while the Children are in his/her care, that Party can withhold parent-time.

H. Parties shall abide by the fifteen-minute rule. If a Party is more than fifteen minutes late for his/her weeknight parent-time or thirty minutes late for his/her weekend parent-time, that party shall forfeit that parent-time.

I. Unless Parties mutually agree in writing or the Court orders otherwise, the Children shall remain enrolled in their current school and shall attend the corresponding feeder schools.

J. Parties shall not introduce the Children to any romantic interest until they have been in a committed relationship for more than three consecutive months.

K. Parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

L. If either parent takes the Children out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

M. If either Party wishes to travel outside of the United States with The Children, Parties shall cooperate to obtain passports for The Children. Maria shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the United States. The Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

15. Each Party shall be awarded reasonable telephone or other electronic communication with The Children when The Children are at the other Party's home at reasonable times and for reasonable durations.

16. Whenever The Children travel with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where The Children or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of The Children's location.

17. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time.

18. If one Party moves more than 150 miles, then Parties shall abide by Utah Code, Section 81-9-209.

PROVISIONS REGARDING RIGHT OF FIRST REFUSAL

19. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for The Children over any other third party (i.e., surrogate care) if the parent responsible for The Children is not available for a period of four (4) hours or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first

refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent The Children from having sleepovers with friends and family.

PROVISIONS REGARDING SUPPORT PAYMENTS

20. Samuel Ramirez is employed by FABco, LLC and earns \$10,904 gross per month.

21. Maria Ramirez is employed and earns \$2,200 gross per month.

22. Pursuant to Utah Code, Sections 81-6-202 through 305, Samuel Ramirez shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet (Exhibit 1), beginning the month this Stipulation is signed, Samuel Ramirez shall pay \$1,483 as base child support until the Children becomes 18 years of age, or graduates from high school during the Children's normal and expected year of graduation, whichever occurs later.

B. The base child support award shall be reduced by (1) 50% for time periods during which the Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 25 of any 30 consecutive days of extended parent-time, or (2) 25% for time periods during which The Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 12 of any 30 consecutive days of extended parent-time. If the Children are recipients of

Temporary Aid to Needy Families, any agreement by 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. Pursuant to Utah Code, Sections 26B-9-302 through 412, Samuel shall make his child support payments directly to Maria.

D. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Party initiating the case with the Office of Recovery Services.

E. The issue of child support arrearages shall be reserved for further adjudication.

F. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

G. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-

temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

**PROVISIONS REGARDING SCHOOL, EXTRACURRICULAR ACTIVITIES,
AND OTHER EXPENSES WHEN PARENTS SHARE JOINT PHYSICAL
CUSTODY**

23. While Parties are exercising joint physical custody, each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or extracurricular activities that The Children are involved in. While Parties are exercising joint physical custody, each Party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for The Children when The Children are in their care.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

24. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of the Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

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 the Children of Parties in

this case. If at any time the Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the Children and actually paid by Parties.

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 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 expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

E. A parent incurring medical 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 expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, the Children are covered by the health, hospital, or dental insurance plans of both parents, the less expensive health, hospital, or dental insurance plan shall be primary coverage for The Children and the other health, hospital, or dental insurance plan shall be secondary coverage for the Children. If the Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of the Children.

H. According to Utah Code, Section 81-6-208, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

25. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- or educational- or occupational-training related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a 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 thirty 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 thirty days of receipt of the written verification.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

26. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in the Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with the Children about litigation between Parties.

C. Parties shall not involve or speak with the Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove the Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING THE CHILDREN TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

27. Parties shall alternate claiming the Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns. In even tax years, Samuel shall be entitled to claim two Children and Maria, one child. In odd tax years—beginning in 2025—Maria shall be entitled to claim 2 Children and Samuel, one child. Once only two children remain to be claimed, the parties shall alternate years claiming both children, with Samuel being entitled to even tax years and Maria being entitled to odd tax years. The Party paying child support must be current on all child-support payments by December 31st to claim the Children on that year's taxes.

PROVISIONS REGARDING TAXES

29. Parties shall determine the best way to file taxes that will give them the greatest refund or the smallest liability for 2026. Any tax refund or liability shall be divided evenly between Parties.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

31. During the course of the marriage, Parties acquired no debts and obligations, aside from those on the marital home and the Parties' vehicles.

PROVISIONS REGARDING PERSONAL PROPERTY

32. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Samuel shall be awarded the 2005 Chevy Silverado, and (2) Maria shall be awarded the 2010 Ford Escape. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

E. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

F. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

33. During the course of the marriage, Parties acquired real property located at 4820 W. 4805 S, Kearns, UT 84118. Maria shall retain possession of the property. She will begin paying the mortgage on the home beginning on the 1st of the month after the date of the Divorce Decree.

34. The Parties shall have the home appraised to determine the amount of equity in the home. The Parties shall share the cost of the appraisal equally.

35. Maria shall pay Samuel one-half of the equity so determined.

36. Maria shall have up to 1 year from the 1st of the month after the date of the Divorce Decree to pay Samuel his portion of the equity and to remove his name from the mortgage and title.

provide Samuel proof that she has made these attempts and whether those attempts were successful within 30 days of the 1st month after the date of the Divorce Decree.

38. If Maria is unable to remove Samuel's name after 1 year or if she misses two consecutive mortgage payments, the home will be immediately put up for sale, with each party receiving one-half of the proceeds of the sale, after costs of the sale have been paid.

PROVISIONS REGARDING ALIMONY

39. Samuel shall pay Maria alimony for a period of 24 months, beginning on the 1st of the month after the date of the Decree. For the first 12 months, Samuel shall make monthly payments of \$1000 to Maria. For the final 12 months, Samuel will make monthly payments of \$750 to Maria.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

35. Neither party has any pension or retirement plans of any kind.

PROVISIONS REGARDING BUSINESS INTERESTS

36. Parties acquired no business interests during the course of the marriage.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

37. Each Party shall be responsible for their own costs and attorney's fees.

II. OTHER.

38. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

39. Maria Ramirez shall be restored to the use of her former name if she so chooses.

40. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

41. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

Order is signed when electronically stamped by the Court on the first page

NOTICE TO THE RESPONDENT

TO: RESPONDENT

PLEASE TAKE NOTICE that the undersigned, attorney for PETITIONER, will submit the above and foregoing Decree to the FOURTH District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to URCP, Rule 7(j)(4).

Dated August 10, 2026

/s/ Malcolm Lamb
Malcolm Lamb
Attorney for the Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of August 2026, a true copy of the foregoing was served by the method(s) indicated below to following:

Veronica Mcdougal <i>Attorney for the Respondent</i>	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ Facsimile ☒ E-File ☐ Email
---	---

Certification is further made that non-public information has been omitted or included per the conventions of Utah Code of Judicial Admin. R. 4-202.09.

/s/ Malcolm Lamb
Attorney for the Petitioner