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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of NEFI SAMUEL APCHO, Petitioner, and ISABEL CAROLINA SIMANCAS, Respondent.	DECREE OF DIVORCE Civil No. 244904296 Judge Adam Mow Commissioner Joanna Sagers

This matter comes before the court on the parties' Stipulation & Settlement Agreement for Divorce (hereinafter "Agreement"), executed by the parties on February 5, 2026, and filed with the court. The court has reviewed the pleadings, the papers on file, and has reviewed the parties' Agreement. Having done so, and for good cause, the court entered its Findings of Fact & Conclusions of Law. Now, for good cause, the court ORDERS AND DECREES as follows:

DECREE OF DIVORCE

JURISDICTION

1. The parties were married September 23, 2022, in Lima, Peru and are presently married.
2. The parties separated on or about August 2024.

3. The parties separated because of irreconcilable differences, which have made continuation of the marriage impossible. They are divorced based upon irreconcilable differences.

4. The parties have been residents of Salt Lake County, Utah for at least three months immediately before the start of this case.

5. The parties have one minor child: ZCA, born July 2022.

6. The minor child has resided in Utah for at least six months immediately before the start of this case.

7. The parties have not participated, as parties or witnesses or in any other capacity, in any other proceeding concerning the custody of or visitation/parent time with the children that would affect this case.

8. The parties do not know of any person not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, or visitation with, the children.

9. The parties have 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, and adoptions.

PARENTING PLAN

10. **Legal Custody.** The parties are awarded joint legal custody of the minor child.

11. **Parent-time.** The parties shall implement an overnight parent-time schedule as they may agree. If they are unable to agree, they shall follow a schedule consistent with section 81-9-305 of the Utah Code as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Isabel	Isabel	Isabel	Isabel	Isabel	Isabel	Isabel
Week 2	Nefi	Nefi	Nefi	Nefi	Nefi	Nefi	Nefi
Week 3	Isabel	Isabel	Isabel	Isabel	Isabel	Isabel	Isabel
Week 4	Nefi	Nefi	Nefi	Nefi	Nefi	Nefi	Nefi

12. **Parent-time Exchanges.** On days when the parties exchange the minor child, usually Sunday evenings, they shall do so as they may agree or at 8:00 p.m.

13. **Holiday Parent-Time.** The parties shall implement a holiday schedule as they may agree; if they are unable to agree, they shall follow the holiday and extended parent-time schedule outlined in section 81-9-305 and 303 of the Utah Code:

Holiday	Holiday Time Period	Non-Custodial Parent (Nefi)	Custodial Parent (Isabel)
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: (a) upon delivering of the child to school on the day following MLK day; or (b) at 8 a.m. on the day following MLK day if there is no school.	Odd Years	Even Years
President's Day	(1) Holiday begins Friday at:	Even Years	Odd Years

	(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: (a) upon delivering of the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon delivering of the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even Years	Odd Years
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.	Every year with Mother	Every year with 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.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or	Even Years	Odd Years

	(b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.		
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor 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: (a) upon delivering of the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	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 at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31 st 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.	Odd Years	Even Years

	(2) Holiday ends at 7 p.m. on Veterans Day.		
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: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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 27 th at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	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.	Odd Years	Even Years

14. **Extended Parent-time in the Summer.** The parties shall implement extended parent-time as they may agree; if they are unable to agree, they shall follow the schedule outlined in section 81-9-305 of the Utah Code:

- a. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
- b. One parent may make a designation at any time, and the other parent may make a designation after May 1.
- c. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.
- d. Isabel shall make the earlier designation in even-numbered years; Nefi shall make the earlier designation in odd-numbered years.
- e. The two consecutive weeks described above takes precedence over all holidays except for Mother's Day and Father's Day.

15. **Day-to-Day Decisions.** The parent with whom the child is residing at the time shall make day-to-day decisions regarding the care, control, and discipline of the parties' child.

16. **Emergency Decisions.** If an emergency occurs while the minor child is with either parent, Isabel or Nefi, the parent who is caring for the child shall immediately communicate (after calling 911) with the other party so that both parents are informed and can make decisions together. However, each party may make emergency decisions related to the health or safety of the minor child when the child is in that party's care while the other party is on the way.

17. **Major Decisions.** The parties shall work together to reach an agreement on major decisions regarding the minor child: religious upbringing, major medical decisions, and major education decisions and school selection. If the parties cannot reach an agreement, the parties shall attend mediation. If they are unable to reach an agreement after mediation, either party can request a hearing with the court to determine the child's best interest.

18. **Information.** Each party shall have free access to the child's healthcare records, doctors, insurance, teachers, school administrators, education records, etc. The parents shall reasonably share information regarding school, social, and other areas of the children's life that could assist both parents in making the best decisions for them. If information is available through websites, email lists, etc., each party shall obtain the information directly from these sources.

19. **Education.** Each party shall have authority to check the minor child out of school. For the time being, the parties agree that the minor child shall be enrolled in school in Sandy, Utah pertaining to the paternal grandparents' residence.

20. **Contact Information.** Each parent shall provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within twenty-four hours of any change.

21. **Special Events.** Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule. The

parties shall cooperate to accommodate such events and to communicate about them a reasonable time in advance.

22. **Participation.** Each parent shall be allowed to fully participate in the child's activities, including church functions, athletics events, recitals, school programs, etc.

23. **Travel.** When traveling with the minor child, the parties shall give all information required by section 81-9-202(19) of the Utah Code, including the following: 1) an itinerary of travel dates; 2) destinations; 3) places where the child or traveling parent can be reached; and, 4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

24. **Communication.** The parties believe that civil communication is essential for an effective co-parenting relationship. The parties shall maintain civil communication at all times; insults or disparaging remarks shall not be considered civil communication. The parties shall communicate with each other only regarding co-parenting matters. Because the parties share parent-time, one week with Isabel and the next with Nefi, each party shall have a daily telephone call or video call in the evening while the minor child is with the other party. Additionally, during their respective parent-time, both parties shall respond to communications from the other party within a reasonable time.

25. **Restraints.** Both parties are restrained from discussing the case in the presence of the minor child or allowing third parties to discuss the case in the presence of the minor child. Furthermore, both parties shall be restrained from making negative, disparaging or derogatory comments about the other parent to or in the presence of the minor child and shall use their best

efforts to restrain third parties from making any such comments in the presence of the minor child. Neither party shall make social media posts about the other party or publicly disparage the other party. If one party fails to comply with a provision of this Parenting Plan, the other party's obligations under the Parenting Plan are not affected.

CHILD SUPPORT ORDER

26. **Monthly Child Support.** The court orders child support based upon a joint custody worksheet and equal parent-time (183 nights for Isabel and 182 nights for Nefi) and based upon the parties' gross monthly incomes: \$2,738/month for Isabel; \$3,380/month for Nefi. The base child support award is \$46/month and is due on the 1st day of each month, paid to Isabel.

27. **Childcare.** Pursuant to section 81-6-209 of the Utah Code, both parties shall share equally the reasonable work-related childcare expenses of the parents. To accomplish this, each party shall be responsible for the childcare costs that each incurs during his or her parent-time, one week with Isabel, one week with Nefi. When the minor child commences attending school, the parties shall be equally responsible for the costs and expenses that are necessary and related to the minor child's public schooling.

28. **Health Insurance.** Pursuant to section 81-6-208 of the Utah Code, either Nefi or Isabel shall maintain health insurance for the benefit of the minor child where available at a reasonable cost—Isabel is currently providing this. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid.

The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children—1.

29. **Medical Expenses.** Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment. 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

30. **Tax Benefits.** The parties shall rotate claiming and receiving tax credits/benefits for the minor child on taxes with Isabel claiming the child in even-numbered tax years and Nefi in odd. Each party shall comply and cooperate and complete the necessary tax forms, including Tax Form 8332 as needed. To claim the child on taxes, the party must be current on his or her child support payments by December 31st of the given tax year. Each party shall provide the information necessary to enable the other party to correctly file his or her taxes.

DIVISION OF MARITAL ESTATE

31. **Personal Property.** The parties have already divided personal property. Each party is awarded the property he or she has in his or her possession free and clear of any claim from the other party.

32. **Bank Accounts.** The parties have already divided bank accounts. Each party is awarded the bank accounts he or she has in his or her own name free and clear of any claim from the other party.

33. **Real Property and Investments.** The parties do not have any real property or investments to divide.

34. **Separate Property.** Each party is awarded his or her separate property free and clear of any claim from the other party.

35. **Debts.** Each party shall be solely responsible for the debts he or she has in his or her own name. If a party is awarded property that is secured by or associated with a certain debt, the party awarded that property shall be solely responsible for the debt and shall indemnify and hold the other party harmless therefrom. There is one joint debt for an immigration attorney, for which Nefi shall be solely responsible. A party assigned a debt in the divorce shall indemnify and hold the other party harmless therefrom.

MISCELLANEOUS

36. **Alimony.** Each party is working fulltime and is supporting him or himself such that neither party needs alimony, and each party waives the same.

37. **Name Change.** Isabel shall be returned to the use of her former surname if she so desires.

38. **Restraints.** Each party is restrained from using the other party's name, image, likeness, and information in any way unless the other party authorizes such use explicitly in writing.

39. **Compliance.** Each party shall complete the tasks necessary to effectuate the provisions of this agreement.

END OF ORDER

*****Entered by the Court as of the Date on the Top of Page 1*****

APPROVED AS TO FORM:

I have received a copy of this Decree of Divorce and approve of its form.

Dated this ____ day of _____ 2026.

/s/

ISABEL CAROLINA SIMANCAS

Respondent

Rule 7 Notice: Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, you have seven days from the date you receive this document to file an objection to the documents' form. Thereafter, the proposed order may be filed with the court.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served as indicated

below:

ISABEL CAROLINA SIMANCAS 12339 S Remy Rd Herriman, UT 84096 carorivas23@gmail.com	X X	U.S. Mail (4/10/26) Hand Delivery Email (4/10/26) Electronic Filing Other
		/s/ Zacchary L. Sayer
		Zacchary L. Sayer