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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:

MARIA EUGENIA PINEDA MEJIA,

Petitioner,
and

LEONARDO LOPEZ CUEVAS,

Respondent.

DECREE OF DIVORCE

Civil No. 264901796 DA

Judge Richard Pehrson

Commissioner Michelle Blomquist

The above-entitled matter came before the Honorable Judge Pehrson. Petitioner, Maria Eugenia Pineda Mejia (herein after referred to as “Maria” or “Petitioner”) was represented by Kent R. Cottam, LEGAL AID SOCIETY OF SALT LAKE. Respondent, Leonardo Lopez Cuevas (herein after referred to as “Leonardo” or “Respondent”) was served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Leonardo's default. Maria has attended the Mandatory Divorce Education Course and said attendance has been waived for Leonardo. 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. Maria is hereby awarded a Decree of Divorce from Leonardo, such to become final upon signature and entry herein.

Provisions Relating to Jurisdiction

2. Both Maria and Leonardo 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.

3. Both Maria and Leonardo resided in the marital relationship in the State of Utah, or the acts complained of by Maria were committed by Leonardo in the State of Utah and therefore this Court has long-arm jurisdiction over Leonardo pursuant to Utah Code § 78B-3-205.

4. Maria and Leonardo were married on October 3rd 2023 in Millcreek, Utah and are presently married. The parties separated on or about February 2025.

Provisions Relating to Grounds

5. 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

6. There have been two (2) minor children born as issue of this marriage, to wit:

“K.M.L.P. born January of 2010”.

“I.L.L.P. born April 2012”

7. Pursuant to Rule 100 Utah Rules of Civil Procedure, Maria 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

8. 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. Maria knows of the following criminal, delinquency or protective order cases involving Leonardo:

i. Murray City vs. Leonardo Lopez Cuevas, Third District Court, Murray Justice Court, State of Utah, Case No. 251000820, Judge Spencer Banks presiding, Property Damage/Destruction – Loss < \$500, Assault, Domestic Violence in the Presence of a Child, Domestic Violence in the Presence of a Child, warrant issued for nonappearance on December 4, 2025.

d. Maria 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

9. Maria shall be awarded the sole legal custody and sole physical custody of the parties' minor children.

10. Given the open case involving Leonardo, which include allegations of domestic violence in the presence of the parties' children and assault of Maria, parent time shall be suspended pending further court order.

11. Upon resolution of Leonardo's criminal case, 251000820, and so long as there are no other or new criminal charges pending, either party shall be permitted to seek a review of parent time without the need of a Petition to Modify.

Provisions Relating to Child Support Payments

12. Maria is employed, earns \$16.00 per hour, works 40 hours per week and therefore grosses \$2,773.00 per month.

13. During the parties marriage, Leonardo was self-employed and grossed \$3,333.00 per month. This amount shall be imputed to Leonardo for child support purposes.

14. Pursuant to Utah Code § 81-6-202 Leonardo shall be ordered to pay child support to Maria commencing the month parties separated, February 2025, as follows:

a. The sum of \$717.00 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. Pursuant to Utah Code Ann. § 26B-9-403 the obligor parent (non-custodial parent) shall make child support payments directly to the obligee parent (custodial parent) through direct deposit due on the first of each month with 5% of any arrears owing

d. If Leonardo fails to pay Maria directly, and Maria seeks assistance through the Office of Recovery Services, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Leonardo in addition to the base child support obligation. If Maria is the ORS applicant and the fee is withheld by ORS from payments to Maria, Leonardo shall reimburse Maria for the fee.

e. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

f. 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 \$717.00. The child support obligation of the mother shall be \$596.00. 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.

g. 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.

h. 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.

i. 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

15. 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 should 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

16. 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

17. Leonardo shall obtain a life insurance policy on Leonardo's life, so long as such is available at a reasonable cost or through Leonardo's employer, in a face amount of sufficient size to provide for a monthly income equal to the child support payments herein. Leonardo 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 Maria as the trustee for said minor children.

Provisions Relating to Debts and Obligations

18. The parties have no outstanding debts or obligations.

Provisions Relating to Personal Property

19. 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

20. 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

21. Neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

22. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Miscellaneous Provisions

Restraining Order

23. Leonardo shall be permanently restrained from bothering, harassing, annoying, threatening, or harming Maria at Maria's place of residence, employment or any other place.

Taxes

24. Maria shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal and state income tax returns.

Attorney's Fees

25. Each party shall be ordered to assume his/her own costs and attorney's fees incurred in prosecuting this action.

//END DOCUMENT//

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 26th day of August, 2026, I caused a true and correct copy of the foregoing Decree of Divorce to be served [] via the court's electronic filing system, [x] by mail postage prepaid, [] via hand-delivery, [] via facsimile, [] via e-mail, as addressed, to:

Maria Eugenia Pineda Mejia
5492 S 235 E Apt. C
Murray, Utah 84107

Leonardo Lopez Cuevas
5492 S 235 E Apt. C
Murray, Utah 84107

/s/ *Angelica Morales*

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