

KIMBERLY MARKUS

Name

532 W 1470 N

Address

TOOELE, Utah 84074

City, State, Zip

801-686-6095

Phone

KIMBERLYMARKUS@GMAIL.COM

Email

In the Court of Utah

THIRD Judicial District TOOELE County

Court Address 74 SOUTH 100 EAST SUITE 14, TOOELE, UT 84074

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

KIMBERLY MARKUS

(name of Petitioner)

and

RAUL AMAYA

(name of Respondent)

Other parties (if any)

Divorce Decree

264300242

Case Number

L Douglas Hogan

Judge

Renee Blocher

Commissioner (domestic cases)

The court decrees:

Divorce

1. KIMBERLY MARKUS is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by KIMBERLY MARKUS. The divorce will become final upon entry of the divorce decree.

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

2. **KIMBERLY MARKUS** and **RAUL AMAYA** 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: **CHRISTIAN JAVIER AMAYA**
Date of Birth: **Oct 22, 2013**

b.

Child Name: **SOPHIA LILY AMAYA**
Date of Birth: **Aug 18, 2020**

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: **CHRISTIAN JAVIER AMAYA**
Date of Birth: **Oct 22, 2013**

i.

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

Move-in Date: **Jul 30, 2022**

Address: **532 W 1470 N, TOOELE, Utah 84074 United States**

(1).

Caretaker at this address: **Kimberly Markus**

Caretaker current address: **532 W 1470 N, TOOELE, Utah 84074 United**

States

(2).

Caretaker at this address: **Raul Amaya**

Caretaker current address: **3277 W Bradford Park Drive, West Valley, Utah**

84119 United States

b.

Child Name: **SOPHIA LILY AMAYA**
Date of Birth: **Aug 18, 2020**

i.

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

Move-in Date: **Jul 30, 2022**

Address: **532 W 1470 N, TOOELE, Utah 84074 United States**

(1).

Caretaker at this address: **Kimberly Markus**

Caretaker current address: **532 W 1470 N, TOOELE, Utah 84074 United**

States

(2).

Caretaker at this address: **Raul Amaya**

Caretaker current address: **3277 W Bradford Park Drive, West Valley, Utah**

84119 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 **KIMBERLY MARKUS** and **RAUL AMAYA**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **KIMBERLY MARKUS** and **RAUL AMAYA** 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 agreed to by **KIMBERLY MARKUS** and **RAUL AMAYA**.

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. **KIMBERLY MARKUS** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **KIMBERLY MARKUS**'s home **183** overnights each year and in **RAUL AMAYA**'s home **182** overnights each year.

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
1	Monday	petitioner
1	Tuesday	petitioner
1	Wednesday	respondent
1	Thursday	respondent
1	Friday	petitioner
1	Saturday	petitioner
1	Sunday	petitioner
2	Monday	respondent
2	Tuesday	respondent
2	Wednesday	petitioner
2	Thursday	petitioner
2	Friday	respondent
2	Saturday	respondent
2	Sunday	respondent

Parent-time for special occasions

11. 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	RAUL AMAYA
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years

Holiday	Period	Noncustodial parent	RAUL AMAYA
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor 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 at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Noncustodial parent is the mother or other parent designated Mother's Day in the order.	All years if RAUL AMAYA is the father or other parent designated Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Noncustodial parent is the father or other parent designated Father's Day in the order.	All years if RAUL AMAYA is the father or other parent designated Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
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	Even years	Odd years

Holiday	Period	Noncustodial parent	RAUL AMAYA
	(b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
Christmas Eve	Starts: 9am on 12/24 Ends: 2pm on 12/25	Odd	Even
Christmas Day	Starts: 2pm on 12/25 Ends: 2pm on 12/26	Even	Odd
New Years Eve	Starts: 6pm on 12/31 Ends: 2pm on 01/01	Even	Odd
New Years Day	Starts: 2pm on 01/01 Ends: 9am on 01/02	Odd	Even

Parent-time transfers

12. 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.)

13. 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

14. 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.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

15. The school the children will attend is based on a specific plan for where the children will attend school: **1. The children will attend school within the Salt Lake County regardless of the residence of either parent. 2. Raul Amaya agrees to cover all expenses related to the education of the children..**

16. KIMBERLY MARKUS and RAUL AMAYA has authority to check the children out of school. KIMBERLY MARKUS and RAUL AMAYA has access to the children during school. If the parents cannot agree, education decisions will be made by RAUL AMAYA.

Communication with each other

17. Parents will communicate with each other by:

In person

By email:	KIMBERLY MARKUS	kimberlymarkus@gmail.com
	RAUL AMAYA	rukaoz48@gmail.com
By texting:	KIMBERLY MARKUS	(801) 686-6095
	RAUL AMAYA	(801) 502-7950

Communication with the children

18. 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.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

21. 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.
22. If the children will be travelling for more than 5 days, the parent arranging the travel will notify the other parent at least 14 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 14 days in advance. In case of emergency, the parent will provide as much notice as possible.
23. Other agreements about travel by the children: **If a parent plans to travel with the child or is arranging for the child to travel with a sports team, religious group, school group or friends, the parent arranging the travel shall notify the other parent at least 14 days before the anticipated date of departure and shall provide the other parent with the travel schedule, names of persons who shall be traveling with the child, and contact information for the locations where the child shall be staying pursuant to Utah Code Ann. 30-3-36.**

Child care

24. A child care provider for our children must be:
 - A licensed child care provider.
 - A relative, friend, or neighbor.
 - Over the age of 18.

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

25. If either parent moves 150 miles or more 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.
26. If either parent lives 150 miles or more 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.
 - (A) fall break if the minor child's school dismisses for fall break, beginning on the day

that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on 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.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or

(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child 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 a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

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 this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

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

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

27. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved**.

28. 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.

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

Resolving disputes

30. 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. **Mediation**

Changing the plan

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

31. 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 (KIMBERLY MARKUS) (Utah Code 81-6-203)

32. **KIMBERLY MARKUS's** gross monthly income for child support purposes is **\$6667**. **KIMBERLY MARKUS** receives the following gross monthly income:

Income: Respondent (RAUL AMAYA) (Utah Code 81-6-203)

33. **RAUL AMAYA's** gross monthly income for child support purposes is **\$31599**. **RAUL AMAYA** receives the following gross monthly income:

a. **RAUL AMAYA** has the following income from any of these sources:

Source: Business income, Monthly amount: \$21,916.00

Source: Return on Investment in Real Estate, Monthly amount: \$1,000.00

34. The adjusted gross monthly income for **RAUL AMAYA** is **\$31599**.

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

35. **KIMBERLY MARKUS** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are absence of need of the parent to receive child support.

36. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

a. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

37. 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.

38. Child support will be paid as follows:

Child support is not necessary

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

40. **KIMBERLY MARKUS** and **RAUL AMAYA** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **KIMBERLY MARKUS**, **RAUL AMAYA** will reimburse **KIMBERLY MARKUS** for half the fee.

41. The parties must notify each other of any change in their income as follows:

Child support is not necessary

42. The parties will do the following for child related support or expenses:

- a. Child support will not be paid by Raul Amaya because he will be 100% responsible for all medical expenses (Dental and vision included) pertaining to Christian Amaya and Sophia Amaya until they turn 18 years old.
- b. Child support will not be paid by Raul Amaya because he agrees to cover any and all expenses related to the children's extracurricular activities.
- c. Child support will not be paid by Raul Amaya because he agrees to cover any and all expenses related to the children's college education, included and not limited to extracurricular expenses, transportation, relocation, tuition and dorm residency (on and off campus).

43. 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

44. As long as **KIMBERLY MARKUS** is current on all child support and other court-ordered financial obligations, **KIMBERLY MARKUS** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

- a. **Sophia Amaya**

45. As long as **RAUL AMAYA** is current on all child support and other court-ordered financial obligations, **RAUL AMAYA** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

- b. **Christian Amaya**

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

46. 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),

47. Parents 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. Responsibility for child medical and dental expenses will be as follows:
- b. 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:
 - **RAUL AMAYA's** insurance will be primary coverage.
 - **KIMBERLY MARKUS's** insurance will be secondary coverage.
- c. 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:

- **RAUL AMAYA's** spouse's insurance will be primary coverage.
 - **KIMBERLY MARKUS's** spouse's insurance will be secondary coverage.
- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
 - e. 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.
 - f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
 - g. 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.
 - h. 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.
 - i. 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)

48. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Raul Amaya will pay for all child care expenses in full.

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

49. 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)

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

Debts

51. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

52. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **532 W 1470 N, TOOELE, TOOELE, Utah 84074 United States**

Tax ID: **Parcel Number 21-003-0-0017 / Tax District 1 - TOOELE**

Legal Description: **LOT 17, LEXINGTON GREENS AT OVERLAKE PHASE 1, A**

SUBDIVISION OF TOOELE CITY. OUT OF 2-128-29 FOR 2020 YEAR. 0.16 AC.

Date property acquired: **Jul 29, 2022**

Names on title: **Kimberly Markus**

Original cost: **\$460,876**

Current value: **\$436,471.14**

Property values estimated: **no**

Disposal: **Kimberly Markus will keep the property in Tooele, UT.**

i.

Creditor: **N/A**

Names on mortgage: **Kimberly Markus**

Date mortgage acquired: **Jul 29, 2022**

Mortgage balance: **\$436,471.14**

Monthly payment: **\$3,146.33**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **KIMBERLY MARKUS will pay the entire debt. KIMBERLY MARKUS will provide a copy of the divorce decree to the lender.**

Business interests

53. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Pool Cleaning Specialist**

Description: **Pool Maintenance**

Phone: **(801) 502-7950**

Address: **3277 W Bradford Park Drive, West Valley, Utah 84119 United States**

Total Value: **\$200,000**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

Percent owned by Petitioner after divorce: **0%**

Percent owned by Responent after divorce: **100%**

Alimony

54. Neither party will pay alimony.

Retirement money

55. The parties do not need a court order about retirement money.

Additional provisions

56. The parties will adhere to the following additional provisions:

a.

Additional Provision: The parents shall communicate primarily by text message or email but may contact each other by phone to discuss emergency

or time-sensitive matters. All communications between the parents shall remain civil.

b.

Additional Provision: If a parent plans to travel with the child or is arranging for the child to travel with a sports team, religious group, school group or friends, the parent arranging the travel shall notify the other parent at least 14 days before the anticipated date of departure and shall provide the other parent with the travel schedule, names of persons who shall be travelling with the child, and contact information for the locations where the child shall be staying pursuant to Utah Code Ann. 30-3-36.

c.

Additional Provision: The advisory guidelines set forth in Utah Code Ann. § 30-3-33 shall apply as follows: a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution. b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life. c. 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. d. The child shall be ready for parent-time exchanges at the time an exchange is scheduled to occur. e. Regular school hours shall not be interrupted for a school-age child for the exercise of parent-time by either parent. f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule. g. The parents shall notify each other of all significant school, social, sports, and community functions in which a child is participating or being honored, and both parents shall be entitled to attend and participate fully. h. Both parents shall have direct access to all school reports, including preschool and daycare reports, and medical records for the minor child. Both parents shall be included on the child's school contact list and shall be notified immediately in the event of an emergency. i. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change. j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges, telephone communication and virtual parent-time, so long as the equipment is reasonably available. k. Parental care shall be presumed to be better care for the child than surrogate care. Each parent shall have the right to provide child care, if willing and able to transport the

child, during times when the other parent is working, travelling or otherwise unavailable to provide care overnight and/or if the child is left with a paid child care provider for more than three hours.

d.

Additional Provision: Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

e.

Additional Provision: The parents shall have the following additional responsibilities with respect to the minor child: a. The parents shall promote a healthy, beneficial relationship between the child and the other parent. While in the presence of the child, the parents shall not discuss this case or demean, disparage or criticize the other parent. The parents shall not allow third parties to disparage the other parent while the child is/are present and shall remove the child from the presence of any third party who engages in such behavior. b. All communications about this case, parent-time or other co-parenting issues shall be between the parents only. The parents shall not use a child as a messenger to communicate with each other. c. The parents shall not permit the child to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs. d. Each parent shall assist in supplying appropriate clothing and personal items for the child. These items belong to the child, and the child shall be permitted to bring items with him/her/them from one parent's home to the other parent's home. Items purchased by the other parent shall be returned with the child. e. Each parent shall ensure that the child attends his/her/their regularly scheduled activities, including school activities, athletic events and extracurricular activities, while the child is/are with that parent. As the child gets older, his/her/their interests may influence the parenting scheduled. The parents shall be flexible in making reasonable changes to accommodate the needs and interests of the child.

f.

Additional Provision: Terms For Pet Shared Custody And Financial Responsibility Paying vet bills: Raul Amaya Costs of training, and grooming: Raul Amaya Decision-making responsibilities: Raul Amaya How to resolve custody battles: Mediation Pet insurance: Raul Amaya Visitation schedule: The pet will follow the child custody scheduled and should be picked up and dropped off along with the children. When school is in session and the

children are being dropped off at school instead of the other parent's house, then the dog must be dropped off at the parent house who's custody/parental time goes into effect that day.

g.

Additional Provision: **CHILD CUSTODY AND VISITATION** a. Parent-time shall be liberal and flexible as the parents agree. If the parents are unable to agree, the parties shall have equal parent time pursuant to Utah Code Ann. 30-3-35.2. Petitioner shall have overnights with the child every Monday and Tuesday. Respondent shall have overnights with the minor child every Wednesday and Thursday. The parties shall alternate the weekends from Friday until Monday morning. b. The parties shall follow holiday schedule described in Section 30-3-35; and Petitioner shall be designated as the custodial parent for holiday parent time only. c. Pursuant to Utah Code Ann. 30-3-35.2, Each year, a parent may designate 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 1st. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins. The court shall designate which parent may make the earlier designation described in Subsection (5)(b)(i) for an even numbered year with the other parent allowed to make the earlier designation in an odd numbered year. The two consecutive weeks described in Subsection (5)(a) take precedence over all holidays except for Mother's Day and Father's Day.

h.

Additional Provision: **PARENT TIME TRANSFERS** a.Raul Amaya will pick-up the children at Kimberly Markus' current home at the beginning of his parent time schedule, when school is not in session. b.Kimberly Markus will pick-up the children at Raul Amaya's current home at the beginning of her parent time schedule, when school is not in session. c.If school is in session, both parties will follow the parent time transfer schedule pursuant to Utah Code Ann. 30-3-35. d.Special Occasions: Raul Amaya and Kimberly Markus will decide, on a day to day basis, where the transfers will take place depending on the children extra curricular activities, vacation time, outside family time and/or any other activity that involves the children. e.If Raul Amaya and Kimberly Markus are unable to come to an agreement on any of the aforementioned clauses, then the child exchange shall take place: (i) at the time the children's school begins; or (ii) if school is not in session, at 9 a.m. in front of the local city police station of the parent whose parent time goes into effect that day.

Duty to sign documents

57. 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.

9/2/2026
Date

Signature ►

Judge

Signature ►

Date

Commissioner

Approved as to Form.

Other Party
Signature ►

Other Party
Name RAUL AMAYA

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: **RAUL AMAYA**

Method of service: **Hand Delivery**

Address: **3277 W Bradford Park Drive West Valley City, UT 84119**

Date of Service: **Jul 19, 2026**

07/18/2026

Date

Signature ►

Printed
Name

Kimberly Markus