



KENT R. COTTAM #13181
LEGAL AID SOCIETY OF SALT LAKE
960 South Main Street
Salt Lake City, Utah 84101
Telephone: (801) 328-8849
Email: kcottam@lasslc.org
Attorney for Petitioner in Limited Scope

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

In the Matter of the Marriage of Maria Juana Serna, Petitioner, and Elpidio Serna, Respondent,	DECREE OF DIVORCE Civil No. 244906547 DA Judge Thaddeus May Commissioner Kim M Luhn
---	--

This matter came before Commissioner Luhn as part of an assisted pro se calendar on a judicial referral. Thereafter this matter came before Commissioner Sagers as part of an assisted pro se documentation preparation calendar. The Court received a written stipulation of the parties. Maria has attended the Mandatory Divorce Education Course and said attendance has been waived for Elpidio. 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 Elpidio, such to become final upon signature and entry herein.
2. Maria Juana Serna and Elpidio Serna are the legal parents of the following children (Utah Code 788-15-101 et seq.)

a.
Child Name: Seiry Judith Serna
Date of Birth: Sep 16, 2008
Sex: female

b.
Child Name: Arelly Cruz Serna
Date of Birth: May 3, 2010
Sex: female

c.
Child Name: Jairo Joel Serna
Date of Birth: Feb 2, 2014
Sex: male

PARENTING PLAN

This Parenting Plan is being filed in good faith.
This parenting plan is agreed to by Maria Juana Serna and Elpidio Serna.

Children - custody
(Utah Code Title 81, Chapter 9, Part 3)

3. It is in the children's best interest that Maria Juana Serna be awarded Sole Legal and Sole Physical custody Elpidio Serna should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

a. The children will live with Maria Juana Serna and will have parent time with Elpidio Serna when the children choose.

Parent-time for special occasions

4. 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	HOLIDAY TIME PERIOD	Non-custodial	Custodial Years
---------	---------------------	---------------	-----------------

		Years	
Labor Day	(1) Holiday begins on 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 at 7 p.m. on Labor Day.		All 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.		All years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.		All 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		All Years
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.		All years
Thanksgiving Break:	(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 day before school resumes.		All 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 dismissed for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.		All years
Christmas Eve	(1) Holiday begins on December 24 th at 4 p.m. (2) Holiday ends on December 24 th at 9 p.m.		All years
Christmas Day	(1) Holiday begins on December 24 th at 9 p.m. (2) Holiday ends on December 25 th at 9 p.m.		All years

New Years Eve	(1) Holiday begins on December 31 st at 4 p.m. (2) Holiday ends on January 1 st at 9 a.m.		All years
New Years Day	(1) Holiday begins on January 1 st at 9 a.m. (2) Holiday ends on January 1 st at 9 a.m.		All 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 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.		All years
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 before school resumes.		All 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 at 7 p.m. on Memorial Day.		All 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.		All Years: Maria Juana Serna is the 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: Elpidio Serna is the father	
Summer Break	Elpidio Serna will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Elpidio Serna. Elpidio Serna will have an additional two weeks of extended Summer Parent-time at the option of Elpidio Serna, subject to weekday parent-time for Maria Juana Serna, but not weekends normally exercised by Maria Juana Serna. Elpidio Serna will notify Maria Juana Serna of the summer break extended parent-time by May 1 each year. Maria Juana Serna will also have two weeks of uninterrupted extended parent time when school is		All years

	not in session, at the option of Maria Juana Serna. Maria Juana Serna will notify Elpidio Serna of the summer break extended parent-time by May 15 each year. If the notification by Elpidio Serna is not timely, Maria Juana Serna may determine the schedule for extended parent-time for Elpidio Serna, so long as Maria Juana Serna has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day:	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		All years
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.		All 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.		All years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.		All years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.		All years
Maria Juana Serna's Birthday	Maria Juana Serna will have parent-time each year on Maria Juana Serna's birthday from 3:00 p.m. until the following morning when Maria Juana Serna delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's		All years

	Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Elpidio Serna's Birthday	Elpidio Serna will have parent-time each year on Elpidio Serna's birthday from 3:00 p.m. until the following morning when Elpidio Serna delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

5. 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.)

6. 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

7. 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.

Education plan

8. The school the children will attend is based on Maria Juana Serna's home residence.

9. Maria Juana Serna has authority to check the children out of school. Maria Juana Serna has access to the children during school. If the parents cannot agree, education decisions will be made by Maria Juana Serna.

Communication with each other

10. Parents will communicate with each other by any method.

Communication with the children

11. 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.

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

- By any method

Records and information sharing

13. Other terms regarding records and information sharing:

Only Maria Juana Serna will have access to records

Travel by the children

14. 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.

15. If the children will be travelling for more than 0 days, the parent arranging the travel will notify the other parent at least 0 days in advance. That parent will give the other parent the travel

schedule, locations and phone numbers at least 0 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

16. A child care provider for our children must be: Over the age of 18.

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

17. If either parent moves more than 149 miles 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.

18. If either parent lives more than 149 miles 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. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until 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. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned 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 the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - 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 Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

19. If either parent lives more than 149 miles 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.

20. 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.

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

Resolving disputes

22. 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

END OF PARENTING PLAN

Income: Petitioner (Maria Juana Serna) (Utah Code 81-6-203)

23. Maria Juana Serna's gross monthly income for child support purposes is \$3293. Maria Juana Serna base child support amount using the sole custody calculation is \$789. Maria Juana Serna receives the following gross monthly income:

a. Maria Juana Serna is employed at Snowbir. Maria Juana Serna earns \$3293 gross (pre-tax) monthly income working a 40-hour a week job or less.

24. The adjusted gross monthly income for Maria Juana Serna is \$3293.

Income: Respondent (Elpidio Serna) (Utah Code 81-6-203)

25. Elpidio Serna's gross monthly income for child support purposes is \$3000. Elpidio Serna receives the following gross monthly income:

a. Elpidio Serna does not have any countable income from any source.

b. Elpidio Serna is voluntarily unemployed. Based on Elpidio Serna's work experience, Elpidio Serna is capable of earning \$17.31 per hour, or \$3000 per month. (Utah Code 81-6-203)

26. The adjusted gross monthly income for Elpidio Serna is \$3000.

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

27. Maria Juana Serna believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons: The parties have agreed to deviate from the child support worksheet and both parties have agreed that child support shall be \$600 per month. This amount is based on Elpidio's ability to pay for child support.

28. ~~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.~~

At hearing with Commissioner Sagers on May 26, 2026, it was ordered to update final documents and include a child support amount that matches an updated child support worksheet. The request to deviate from child support guidelines is not the best interests of the children.

29 . It is in the best interest of the children that Elpidio Serna be ordered to pay child support to Maria Juana Serna as follows:

- a. ~~\$\$\$600.00~~ per month. This ~~deviates from the~~ is consistent with the Utah Uniform Child Support Guidelines.
- b. 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).

30. 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.

31. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:
450 South State Street Salt Lake City, Utah 84114
unless ORS gives notice that payments should be sent elsewhere.

32. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

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

34. Elpidio Serna will pay any ORS fees. If Maria Juana Serna is the ORS applicant and the fees are withheld from payments to Maria Juana Serna, Elpidio Serna will reimburse Maria Juana Serna.

35. The parties must notify each other within 30 days of any change in their income.

Dependent children for tax purposes

36. Maria Juana Serna may claim the parties' children as dependents/exemptions for tax purposes.

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

37. 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),

38. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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. 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:
 - Maria Juana Serna's insurance will be primary coverage.
 - Elpidio Serna's insurance will be secondary coverage.
- b. 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:
 - Maria Juana Serna's spouse's insurance will be primary coverage.
 - Elpidio Serna's spouse's insurance will be secondary coverage.
- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- d. 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.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. 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.

- g. 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.
- h. 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)

39. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement - Office of Recovery Services (ORS) (Utah Code 788-12-113)

40. 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)

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

Debts

42. 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

43. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

44. Neither party will pay alimony.

Retirement money

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

Duty to sign documents

46. 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}

//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 3rd day of September 2026, I caused a true and correct copy of the foregoing Decree of Divorce to be served ☒ via the court's electronic filing system, ☒ by mail postage prepaid, ☐ via hand-delivery, ☐ via facsimile, ☐ via e-mail, as addressed, to:

Maria Juana Serna
3275 W 3650 S Apt 31

West Valley City, UT 84119

Elpidio Serna
Via MyCase

/s/ *Angelica Morales*

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