

Brenda Isabel Sandate Gonzalez

Name

4640 s woodduck lane

Address

Millcreek, Utah 84117

City, State, Zip

385-775-0936

Phone

sandatebrei88@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

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

Brenda Isabel Sandate Gonzalez

(name of Petitioner)

and

Salvador Sandate Torres

(name of Respondent)

Other parties (if any)

Divorce Decree

264900466

Case Number

JAMES GARDNER

Judge

KIM M LUHN

Commissioner (domestic cases)

The court decrees:

Divorce

1. Brenda Isabel Sandate Gonzalez is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Brenda Isabel Sandate Gonzalez. The divorce will become final upon entry of the divorce decree.

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

2. **Brenda Isabel Sandate Gonzalez** and **Salvador Sandate Torres** 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: **allisson Janeth Sandate Gonzalez**
Date of Birth: **Jun 3, 2008**

b.

Child Name: **Diana Giselle Sandate Gonzalez**
Date of Birth: **Sep 1, 2009**

c.

Child Name: **Cinthia Yaresli Sandate Gonzalez**
Date of Birth: **Jul 10, 2012**

d.

Child Name: **Alexander Bryan Sandate Gonzalez**
Date of Birth: **Jul 7, 2016**

e.

Child Name: **Alex Damian Sandate Gonzalez**
Date of Birth: **Jul 7, 2016**

f.

Child Name: **Meredith Judith Sandate Gonzalez**
Date of Birth: **Jun 24, 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: **allisson Janeth Sandate Gonzalez**
Date of Birth: **Jun 3, 2008**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

ii.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

b.

Child Name: **Diana Giselle Sandate Gonzalez**

Date of Birth: **Sep 1, 2009**

i.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

c.

Child Name: **Cinthia Yaresli Sandate Gonzalez**

Date of Birth: **Jul 10, 2012**

i.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

d.

Child Name: **Alexander Bryan Sandate Gonzalez**

Date of Birth: **Jul 7, 2016**

i.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

e.

Child Name: **Alex Damian Sandate Gonzalez**

Date of Birth: **Jul 7, 2016**

i.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

United States

f.

Child Name: **Meredith Judith Sandate Gonzalez**

Date of Birth: **Jun 24, 2020**

i.

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

Move-in Date: **Jul 27, 2024**

Address: **4640 s woodduck lane, Millcreek, Utah 84117 United States**

(1).

Caretaker at this address: **Brenda Isabel Sandate Gonzalez**

Caretaker current address: **4640 s woodduck lane, Millcreek, Utah 84117**

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 **Brenda Isabel Sandate Gonzalez** and **Salvador Sandate Torres's** minor children in any court or

government agency. This includes filed, pending, and completed cases.

6. **Brenda Isabel Sandate Gonzalez** and **Salvador Sandate Torres** 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 **Brenda Isabel Sandate Gonzalez** and **Salvador Sandate Torres**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that primary legal and physical custody be given to each parent as specified below. The non-custodial parent should have the right to parent-time at reasonable times and places.

a. **Brenda Isabel Sandate Gonzalez**, Petitioner, will have primary custody of **allisson Janeth Sandate Gonzalez, Alexander Bryan Sandate Gonzalez, Alex Damian Sandate Gonzalez**.

b. **Salvador Sandate Torres**, Respondent, will have primary custody of **Diana Giselle Sandate Gonzalez, Cinthia Yaresli Sandate Gonzalez, Meredith Judith Sandate Gonzalez**.

8. The parents will follow a custom parent-time schedule:

The children will live with each parent as specified below and the other parent will have parent-time according to a custom parent-time schedule. The parent who the children live with will be the "custodial" parent.

I will like to spend my time as every other weekend with our kids as I will like to start obtaining my high school diploma and work. And that our childrens decision too move in with her dad. I will like to be 50/50 parent time

9. The parents will follow the parent-time schedule in the statute(s).

The children will live with each parent as specified below and the other parent will have parent-time according to the statutory parent-time schedule. The parent who the children live with will be the "custodial" parent.

a. **Brenda Isabel Sandate Gonzalez**: **allisson Janeth Sandate Gonzalez, Alexander Bryan Sandate Gonzalez, Alex Damian Sandate Gonzalez**

b. **Salvador Sandate Torres**: **Diana Giselle Sandate Gonzalez, Cinthia Yaresli**

Parent-time for special occasions

10. 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 Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial 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 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 school is dismissed for fall break. (2) Holiday	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	ends: (a) upon delivering 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.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (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. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even 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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Thanksgiving if there is no school.		
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 27th at 7 p.m.	Odd years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	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. (1) Holiday begins Friday at: (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 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.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	spring break. (2) Holiday ends: (a) upon delivering 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.		
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 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.		All Years: Brenda Isabel Sandate Gonzalez 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: Salvador Sandate Torres is the father	
Summer Break	During summer break Allisson, Diana, Cinthia		

Holiday	Period	Noncustodial Years	Custodial Years
	, Alexander , Alex , Meredith will be spending 50% of summer break with me Brenda gonzalez that's how Salvador sandate decided it will be		
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.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd 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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	child's birthday.		
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.	Odd years	Even years
Brenda Isabel Sandate Gonzalez's Birthday	Brenda Isabel Sandate Gonzalez will have parent-time each year on Brenda Isabel Sandate Gonzalez's birthday from 3:00 p.m. until the following morning when Brenda Isabel Sandate Gonzalez 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.		All years
Salvador Sandate Torres's Birthday	Salvador Sandate Torres will have parent-time each year	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	on Salvador Sandate Torres's birthday from 3:00 p.m. until the following morning when Salvador Sandate Torres 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

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

Transfer at beginning of parent-time will be by **Salvador Sandate Torres** picking up/dropping off the children at this address:

School kids /upland terrance / oakwood elementary
 3700 s sunnydale dr. Salt lake city ut. 84109
 Salt lake city, Utah 84121
 385 6464942/ 385 6465055

Nmcdermott@graniteschools.org /bhorsley@graniteschools.org

Transfer at end of parent-time will be by **Brenda Isabel Sandate Gonzalez** picking up/dropping off the children at this address:

School /upland terrance/Oakwood elementary
3700 s sunnydale dr. Salt lake city ut. 84109
Salt lake city, Utah 84121
385 6464942/ 385 6465055
Nmcdermott@graniteschools.org /bhorsley@graniteschools.org

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.)

12. 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

13. 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

14. The school the children will attend is based on a specific plan for where the children will attend school: **Brenda gonzalez and Salvador sandate** .

15. Brenda Isabel Sandate Gonzalez and Salvador Sandate Torres has authority to check the children out of school. Brenda Isabel Sandate Gonzalez has access to the children during school. If the parents cannot agree, education decisions will be made by Brenda Isabel Sandate Gonzalez.

Communication with each other

16. Parents will communicate with each other by:

In person

By email: Brenda Isabel Sandate gonzalezbrenda1031@gmail.com
Gonzalez Salvadorsandate2018@gmail.com
Salvador Sandate Torres

By texting: Brenda Isabel Sandate (385) 775-0936
Gonzalez (385) 420-1153
Salvador Sandate Torres

By letter: Brenda Isabel Sandate
Gonzalez
Salvador Sandate Torres

Communication with the children

17. 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.

18. Parents and children may communicate with each other:

- At any reasonable times:
- Weekends between **12:00 PM and 10:00 PM.**
- Holidays between **12:00 PM and 09:00 PM.**
- School days **04:00 PM and 07:00 PM.**
- School vacation days **12:00 PM and 10:00 PM.**
- By telephone
Parents will maintain voice mail so the children can leave and receive messages.
- By text
- By email

Records and information sharing

19. 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

20. 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.

21. If the children will be travelling for more than 7 days, the parent arranging the travel will notify the other parent at least **15 days** in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **15 days** in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **To communicate with each other a week in advance in case the other person cant make it to the visiting**

Child care

23. 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)

24. 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.
25. If either parent lives more than 149 miles away from the other, or if the parents live in 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.
- 26. 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 shared equally.
- 27. 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.
- 28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

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

END OF PARENTING PLAN

Income: Petitioner (Brenda Isabel Sandate Gonzalez) (Utah Code 81-6-203)

29. **Brenda Isabel Sandate Gonzalez's** gross monthly income for child support purposes is **\$1257**. **Brenda Isabel Sandate Gonzalez** receives the following gross monthly income:

- a. **Brenda Isabel Sandate Gonzalez** has no recent work history. The court should consider **Brenda Isabel Sandate Gonzalez's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- b. The adjusted gross monthly income for **Brenda Isabel Sandate Gonzalez** is **\$1257**.

Income: Respondent (Salvador Sandate Torres) (Utah Code 81-6-203)

30. **Salvador Sandate Torres's** gross monthly income for child support purposes is **\$5000**. **Salvador Sandate Torres** receives the following gross monthly income:

- a. **Salvador Sandate Torres** is employed at **Elwood staffing** and grosses **\$4489** per month. **Salvador Sandate Torres** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Salvador Sandate Torres's** work experience, gross monthly income should be attributed to **Salvador Sandate Torres** in the amount of **\$5000** per month. (Utah Code 81-6-203)
31. The adjusted gross monthly income for **Salvador Sandate Torres** is **\$5000**.

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

32. It is in the best interest of the children that **Salvador Sandate Torres** be ordered to pay child support to **Brenda Isabel Sandate Gonzalez** as follows:

- a. **\$606.00** per month base support. This amount complies with the Utah Child Support

Act.

33. 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.

34. The **split custody worksheet** was used to calculate child support.

Child support reduction for extended parent-time

35. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

36. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

37. **Brenda Isabel Sandate Gonzalez** will give **Salvador Sandate Torres** the information needed to set up direct deposit through **Salvador Sandate Torres's** employer. Once **Salvador Sandate Torres** has the information, **Salvador Sandate Torres** will have **Salvador Sandate Torres's** employer set up direct deposit to an account of **Brenda Isabel Sandate Gonzalez's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

39. **Salvador Sandate Torres** will pay any ORS fees. If **Brenda Isabel Sandate Gonzalez** is the ORS applicant and the fees are withheld from payments to **Brenda Isabel Sandate Gonzalez**, **Salvador Sandate Torres** will reimburse **Brenda Isabel Sandate Gonzalez**.

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

41. 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

42. **Brenda Isabel Sandate Gonzalez** may claim the parties' children as dependents/exemptions for tax purposes.

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

43. 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),

44. Both 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. 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:

- **Salvador Sandate Torres's** insurance will be primary coverage.
- **Brenda Isabel Sandate Gonzalez'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:

- **Salvador Sandate Torres's** spouse's insurance will be primary coverage.
- **Brenda Isabel Sandate Gonzalez'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)

45. 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 81-6-106(2)-(3))

46. 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)

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

Vehicles

48. Vehicles will be divided as follows:

a.

Year: **2015**

Make: **Gmc**

Model: **Yukon**

VIN: **N/A**

Owner (before divorce): **Brenda Isabel Gonzalez Martinez**

Current value: **\$10,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Google search estimate with information about the car and miles**

Ownership After Divorce: **I Brenda gonzalez own the vehicle wich I bought to transport my kids to there appointments and therapist**

Loan: **N/A**

49. This other property will be divided as follows:

I Brenda Gonzalez own 2 female ESA dogs that are helpful for my daughters depression as well for there anxiety problems. I, Brenda Isabel Sandate Gonzalez, will keep the ESA (Emotional Support Animal) belonging to Allisson, since she will be living with me.

Debts

50. 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

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

Alimony

Brenda Isabel Sandate Gonzalez's Financial Need

52. **Brenda Isabel Sandate Gonzalez's** net income (after taxes) is **\$4,970.00** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 0
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	

	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$ 4970
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 4970

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

53. **Brenda Isabel Sandate Gonzalez's** ability to earn is limited for the following reasons:

- a. caring for child of the **Salvador Sandate Torres**
- b. other reasons **I Brenda Isabel Gonzalez can't work due to taking care of my children's that suffer from depression, anxiety, autism and have to take them to**

there appointments on weekly basis. Also i been having less income once our daughter cinthia sandate and Meredith sandate move with Salvador sandate they receive ssi / ssd from social security office so ther income will be now to Salvador sandate i will be not more the representative payee so the income in my place will be cutting

54. **Brenda Isabel Sandate Gonzalez** has taken these reasonable efforts to improve their employment situation:

c. I haven't had a chance to look for a job due to my kids situation

55. **Brenda Isabel Sandate Gonzalez** faces these reasonable barriers to improving their employment situation:

d. I'm hoping my kids get the best help possible so I can seek a better opportunity down the road to be able to help my situation better

56. **Brenda Isabel Sandate Gonzalez** will be receiving per month in child support in this case.

57. **Brenda Isabel Sandate Gonzalez's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2300
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 900
Clothing	\$ 200
Automobile payments	\$ 0
Automobile insurance	\$ 130
Automobile fuel	\$ 240
Automobile maintenance	\$ 300
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 100
Telephone	\$ 516
Paid television, cable,	

satellite	\$ 60	
Internet	\$ 102	
Credit card payments	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 350	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 50
insurance		
Entertainment	\$ 230	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 0
Other		\$ 0
Total current monthly expenses		\$5478

58. **Brenda Isabel Sandate Gonzalez's** marital monthly expenses (expended during the

marriage) are as follows:

Rent or Mortgage	\$ 1800
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 800
Clothing	\$ 400
Automobile payments	\$ 0
Automobile insurance	\$ 250
Automobile fuel	\$ 400
Automobile maintenance	\$ 200
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 250
Telephone	\$ 350
Paid television, cable, satellite	\$ 250
Internet	\$ 100
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0

Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed above)		
Other insurance	\$ 0	
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits	\$ 0	
(including pensions, 401(k), IRA, etc.)		
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses		\$4800

59. The difference between **Brenda Isabel Sandate Gonzalez's** monthly net income (including child support) and monthly expenses is **\$508.00** based on **current** expenses. This is **Brenda Isabel Sandate Gonzalez's** monthly financial need.

Salvador Sandate Torres's Ability To Pay

60. **Salvador Sandate Torres's** ability to earn is **\$6,988.00** per month. This amount is based on these actual sources of income or imputation of possible sources of income – especially if not earning at **Salvador Sandate Torres's** ability.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 5000
Rental income	\$
Business income	\$
Interest	

	\$	_____
Dividends	\$	_____
Retirement income (including pensions, 401(k), IRA, etc.)	\$	_____
Worker's Compensation	\$	_____
Social Security Disability (SSDI)	\$	_____
Supplemental Security Income (SSI)	\$	_____
Social Security (Other than SSDI or SSI)	\$	_____
Private Disability Insurance	\$	_____
Unemployment benefits	\$	_____
Education benefits (Including grants, loans, cash scholarships, etc.)	\$	_____
Veteran's Benefits	\$	_____
Alimony (from a prior marriage)	\$	_____
Child Support (from a prior order)	\$	_____
Payments from civil litigation	\$	_____
Victim restitution	\$	_____
Utah Cash Assistance	\$	_____
Federal Cash Assistance	\$	_____
Financial support from household members	\$	_____
Financial support from non- household members	\$	_____
Trust income	\$	_____
Annuity income	\$	_____
	\$	_____
<u>Ssi/ssd</u>	\$	1988

Total Gross Monthly Income	\$ 6988
Monthly Tax Deductions	
Type of Deductions	Amount
Federal Income Tax	\$
State Income Tax	\$
Municipal Income Tax	\$
FICA	\$
Medicare	\$

61. **Salvador Sandate Torres** will be paying per month in child support in this case.
62. **Salvador Sandate Torres's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 150
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 100
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 100
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 50
Paid television, cable, satellite	\$ 0
Internet	\$ 0

Credit card payments	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 0
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 0
Other		\$ 0
Total marital monthly expenses		\$400

63. The difference between **Salvador Sandate Torres's** monthly net income and monthly expenses (including child support) is **\$6,588.00**. This is **Salvador Sandate Torres's** ability to pay alimony each month.

64. **Salvador Sandate Torres** and **Brenda Isabel Sandate Gonzalez** have been

married for 10 years and 11 months.

65. There are special reasons (extenuating circumstances or good cause) for alimony to last longer than the length of the marriage: **I been together with Salvador sandate for a period of time of 14 years together not getting full of help of him with his children**

66. The value of real property during the marriage is **\$0.00**

67. The value of personal property during the marriage is **\$10,000.00.**

68. The court should also consider these other factors: **Since 2018 Salvador has been on and off work not caring on helping me on any expense or kids needs**

Alimony Payment

69. **Salvador Sandate Torres** will pay **Brenda Isabel Sandate Gonzalez \$500.00** in alimony each month.

70. These are the reasons for this amount: **My boyfriend Erick Ramirez and dad jose gonzalez currently help me with the rest of the expenses since I dont get any help from Salvador sandate**

71. Alimony will start the month immediately following entry of the divorce decree.

72. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

73. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.

74. **Salvador Sandate Torres's** alimony obligation will end the earliest of the following:

- **11 years and 10 months.**

Retirement money

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

Duty to sign documents

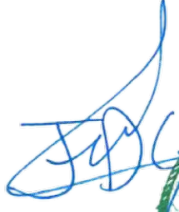
76. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

77. **Brenda Isabel Sandate Gonzalez** changed her name when the parties married. **Brenda Isabel Sandate Gonzalez's** name will be **Brenda Isabel Gonzalez Martinez** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

9/10/2026
Date

Signature ► 
Judge

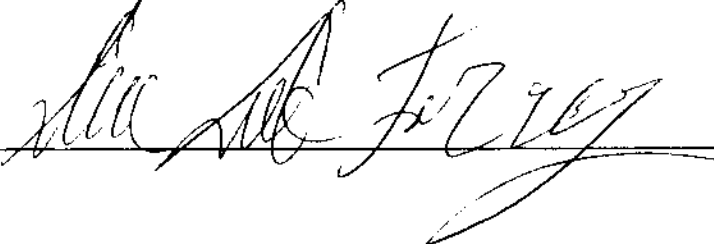


Signature ► _____
Date

Commissioner _____

Approved as to Form.

Other Party
Signature ►



Other Party Name Salvador Sandate Torres

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: **Salvador Sandate Torres**
Method of service: **Hand Delivery**
Address: **825 sir Michael drive. Salt lake city ut 84121**
Date of Service: **Mar 31, 2026**

03/31/2026
Date

Signature ►

Brenda Gonzalez

Printed
Name

Brenda Gonzalez