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

In the Matter of the Marriage of:

ROSA IRISEL AVELAR,

Petitioner,
and

JUAN CARLOS PONCE RODRIGUEZ,

Respondent.

DECREE OF DIVORCE

Civil No. 254906152 DA

Judge Kristine Johnson

Commissioner Joanna Sagers

The above-entitled matter came on for hearing on Respondent's Motion to Set Aside Default before Commissioner Sagers on August 13, 2026. Petitioner, Rosa Irisel Avelar, (herein after referred to as "Rosa" or "Petitioner") appeared in person and was represented by Kent R. Cottam LEGAL AID SOCIETY OF SALT LAKE. Respondent, Juan Carlos Ponce, (herein after referred to as "Juan" or "Respondent") appeared in person and was represented by Bryant McConkie on a limited scope appearance for the purpose of the hearing and approval of final documents only. Rosa has attended the Mandatory Divorce Education Course and said attendance has been waived for Juan. 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. Rosa is hereby awarded a Decree of Divorce from Juan, such to become final upon signature and entry herein.

Provisions Relating to Child Custody and Parent-Time

2. Both parties should be awarded the joint legal custody of their minor children, but Rosa should be awarded the sole physical custody of the parties' minor children, subject to Juan's right to parent-time at reasonable times and places pursuant to the following statutory schedules:

3. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code § 81-9-302 shall be considered the minimum parent-time to which the noncustodial parent and the children shall be entitled:

Utah Code § 81-9-302:

a. Every week:

i. one weekday evening to be specified by the noncustodial parent or the court or Wednesday if not specified beginning at 5:30 p.m. and ending at 8:30 p.m.; or

ii. at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

A. beginning at the time that the child's school is regularly dismissed and ending at 8:30 p.m.; or

B. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.;

b. **Weekends:** alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday, or at the election of the noncustodial parent:

i. beginning at the time that the child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or

ii. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;

c. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

d. **Extended parent-time:** the noncustodial parent is entitled up to four weeks of parent-time, which may be consecutive, when school is not in session for summer break.

i. two weeks, which may be consecutive, shall be **uninterrupted** parent-time for the noncustodial parent; and

ii. two weeks, which may be consecutive, may be **interrupted** by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

iii. the custodial parent is entitled to uninterrupted parent-time with the child for two weeks, which may be consecutive, when school is not in session for summer break.

iv. each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break as follows:

A. **in odd-numbered years:**

1. the noncustodial parent shall provide notice to the custodial parent by May 1; and

2. the custodial parent shall provide notice to the noncustodial parent by May 15; and

B. in even-numbered years:

1. the custodial parent shall provide notice to the noncustodial parent by May 1; and

2. the noncustodial parent shall provide notice to the custodial parent by May 15.

v. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

vi. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

vii. If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

viii. An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule. An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

ix. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

A. the holiday schedule for Mother's Day or Father's Day;

B. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

C. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;

D. extended parent-time; and

E. the schedule for weekday or weekend parent-time.

x. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

xi. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the child by 7 p.m.

xii. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

xiii. 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 dismissed for the holiday and ending the evening before any child returns to school.

xiv. Telephone contact shall be at reasonable hours and for a reasonable duration.

xv. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

A. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

Virtual parent-time supplements, but does not replace, in-person parent-time.

xvi. If there is a child five to 18 years old and a child under five years old and both children are the natural or adopted children of the parties, the parents and the court should consider an upward deviation for parent-time with all the children so that parent-time is uniform based on a schedule under this section.

xvii. Weekends include any snow days, teacher development days or other days when school is not scheduled and that are contiguous to the weekend period.

e. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Non-custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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.	Odd Years	Even Years
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.	Even Years	Odd Years

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
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.	Odd Years	Even Years
Memorial Day:	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day:	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year if noncustodial parent is the mother or other parent granted the holiday in the order.	Every year if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day:	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year if noncustodial parent is the father or other parent granted the holiday in the order.	Every year if custodial parent is the father or other parent granted the holiday in the order.
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 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day:	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor Day:	(1) Holiday begins 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.	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	Odd Years	Even Years

	fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Halloween:	(1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veteran's Day Holiday:	(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 Holiday:	(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 the day before school resumes.	Even Years	Odd Years
Winter Break (First Half):	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half):	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

PARENTING PLAN

4. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) should apply to govern all parent-time arrangements.

Information Sharing

a. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.

b. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's lives, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

c. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools for each parent to receive a copy of the children's report cards, school calendars, etc.

d. Unless each parent has independent access to this information, each parent should share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this information, each parent should take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their children.

Co-Parenting Conduct

e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor

children with each other only and shall avoid using the minor children to relay messages or information.

f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.

g. Both parents should support each other in their respective parenting roles and encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties should respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

h. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

Parent-Time

i. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

j. Notwithstanding the above provision, both parents should be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

k. Both parents should give special consideration to make the children 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 schedules.

l. Neither parent should schedule or promote to the children events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children. If the other parent has something scheduled or decides that the children cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the children.

m. For school and other purposes, the residence of the parties' minor children shall be with Rosa.

n. Both parents should have access to the children during school and authority to check the children out of school.

o. Regular school hours may not be interrupted for school-aged child/ren for the exercise of parent-time by either parent unless agreed to in writing.

p. 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.

q. Both parents should have the children ready for transfers and at the appointed time. If a parent is unable to transfer the children because of unforeseen circumstances, that parent should immediately notify the other parent and attempt to make mutually agreeable alternate arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not

required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Decision Making

r. The parent who has physical custody of the children may make day-to-day decisions without having to consult with the other parent.

s. When there is a major decision regarding the minor children such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the children.

t. If the parents cannot reach a mutual decision, Rosa will make the final decision.

u. If the other parent believes that said decision is contrary to the best interests of the children, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, or through Utah Dispute Resolution if they cannot agree. The requesting parent shall pay the cost of mediation, subject to further order of the court. If the parents reach an agreement in mediation, a copy of the agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

Health Care

v. A parent should notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

w. In the event of a medical emergency involving the children, the parent with whom the children ~[is/are] with at the time of the medical emergency may make emergency treatment decisions regarding the minor children and must notify the other parent of the medical emergency immediately.

x. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.

y. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

Child Care

z. Parental care should be presumed to be better care for the children than surrogate care and the parents agree to cooperate in allowing the parent who is willing and personally able to do so to provide the childcare. Childcare arrangements existing during the relationship are preferred, as are childcare arrangements with nominal or no charge.

aa. In the event that surrogate care providers are utilized by the parents, each parent should provide all surrogate care providers with the name, current address, and telephone number of the other parent, and should provide the other parent with the name, current address, and telephone number of all surrogate care providers.

Vacations / Travel

bb. If a parent travels with the children out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be

knowledgeable of the children's location.

cc. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

i. Any travel out of the country must be agreed to in writing.

ii. Neither parent shall unreasonably withhold consent for international travel with the children, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed upon international travel.

Relocation

dd. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of joint physical custody to be re-examined.

ee. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the "Relocation Statute" outlined in U.C.A. § 81-9-209 should apply.

Child's Needs

ff. The parties acknowledge that all children share common needs regarding their parents and both parents should work to ensure that these needs are being met:

i. A child should be able to love and be loved by both parents without feeling guilt or disapproval.

- ii. A child should be protected from parents' anger with each other.
- iii. A child should be kept out of the middle of the parents' conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.
- iv. A child should not be placed in a situation where they have to choose one of the parents over the other.
- v. A child should not have to feel responsible for the burden of either of the parents' emotional problems.
- vi. A child should know well in advance about important changes that will affect the child's life; for example, when one of the parents is going to move or get remarried.
- vii. A child should have reasonable financial support during their childhood.
- viii. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.
- ix. A child should be able to just be a child.

END OF PARENTING PLAN

Provisions Relating to Child Support Payments

- 5. Rosa is employed, earns \$18.00 per hour, works 40 hours per week and therefore grosses \$3,120.00 per month.
- 6. Juan is employed, earns \$19.00 per hour, works 40 hours per week and therefore grosses \$3,293.00 per month.

7. Pursuant to Utah Code § 81-6-202 Juan shall be ordered to pay child support to Rosa commencing the first day of the first month following the filing of the Petition for Divorce on December 2025 as follows:

a. The sum of \$691.00 per month as base support for the minor children of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the

Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Juan should make child support payments directly to Rosa.

d. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Juan in addition to the base child support obligation.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Juan If Rosa is the ORS applicant and the fee is withheld by ORS from payments to Rosa, Juan shall reimburse Rosa for the fee.

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

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be \$691.00. The child support obligation of the mother shall be \$656.00. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

i. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under Utah Code § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211 if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support,

calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

8. Pursuant to U.C.A. § 81-7-102, the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Child Care Expenses

9. Pursuant to Utah Code § 81-6-209, both parties shall share equally the reasonable work-related or career or occupational training related child care expenses of the custodial parent.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. The parent to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Provisions Relating to Debts and Obligations

10. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

Provisions Relating to Personal Property

11. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore divided it.

Provisions Relating to Real Property

12. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Provisions Relating to Alimony

13. Neither party shall be awarded alimony.

Provisions Relating to Pension and Related Assets

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

Miscellaneous Provisions

Restraining Order

15. Both parties are equally restrained from bothering, harassing, annoying, threatening, or harming the other party at their place of residence, employment or any other place.

Taxes

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

Attorney's Fees

17. Each party shall be responsible for their own attorney's fees and costs.

Approved as to form:

/s/ Bryant McConkie*

Bryant McConkie

Attorney for Respondent

*signed by Kent Cottam with permission via email from September 9, 2026

//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 21st day of August 2026, I caused a true and correct copy of the foregoing Decree of Divorce to be served e-mail, as addressed, to:

Bryant McConkie

Attorney for Respondent

/s/ Kent Cottam

Kent R. Cottam,
Attorney for Petitioner