

The Order of the Court is stated below:

Dated: September 29, 2026
10:13:57 AM

/s/ JEFF MANN
District Court Judge



BURTON LAW FIRM, P.C.
McKinley K. Silvers (17109)
480 E. Winchester Street, Suite 200
Murray, Utah 84107
Telephone: (801) 393-1106
Facsimile: (801) 393-1107
mckinley@burtonlawfirmnpc.com

Attorney for Petitioner

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

In the Matter of the Marriage of

DIEGO A. SOLORIO,

DECREE OF DIVORCE

Petitioner,

and

Case No: 264900033

MARILYN CHRISTINE TOSCANO,

Commissioner: Joanna Sagers

Respondent.

Judge: Randall Skanchy

COMES NOW, Petitioner, Diego A. Solorio (hereinafter "Diego"), by and through his counsel of record, McKinley K. Silvers of BURTON LAW FIRM, P.C., and hereby submits the following Decree of Divorce. The Court, having previously entered its written Findings of Fact and Conclusions of Law, being fully advised in the premises, and for good cause appearing, does hereby **ORDER, ADJUDGE, AND DECREE AS FOLLOWS:**

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between Diego and Respondent, Marilyn Christine Toscano (hereinafter “Marilyn”), are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. Diego was for more than three (3) months prior to filing this action an actual and bona fide resident of Salt Lake County, State of Utah.
2. This Court has jurisdiction over Diego’s claims pursuant to Utah Code Ann. § 78A-5-102 and Utah Code Ann. § 81-4-402.

GROUND

3. The parties were married on the 16th day of April, 2021, in Provo, Utah County, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.
5. That as a result of the aforesaid grounds, the parties were separated on the 8th day of October, 2025.

DIVORCE ORIENTATION AND EDUCATION FOR PARENTS PROGRAMS

6. Both parties shall complete the “Divorce Orientation and Education for Parents Programs” within 7 days of signing the Stipulation if they have not done so already.

CHILD CUSTODY AND PARENT-TIME

7. The parties have four (4) minor children born as a result of the marriage: M.A.S., born July of 2013; B.R.S., born March of 2017; and L.L.S., born April of 2022; and V.F.S., born March of 2026.
8. The parties shall share joint legal custody of the minor children, subject to the following Joint Parenting Plan.
9. Marilyn shall have primary physical custody of the minor children, with Diego having relocation parent-time pursuant to Utah Code § 81-9-209 starting in September of 2026, subject to the following:
 - a. In August of 2026, prior to the children starting the new school year, Marilyn shall bring the children to Utah for parent-time with Diego. During the visit, Diego shall have unsupervised parent-time for a period of 4 overnights.
 - b. Diego's parent-time with V.F.S. for the summer of 2027 shall be as the parties agree. If the parties cannot agree, either party may request mediation to determine parent-time for V.F.S. for the summer of 2027.
10. The parties shall equally share the cost of transportation for all parent-time, except Diego's monthly weekend parent-time, with the receiving parent arranging and paying for the minor children's transportation to return to that party's home. The parties shall be polite and cordial and behave maturely during exchanges of the children.

JOINT PARENTING PLAN

11. We are both dedicated parents who, although will be divorced, desire to create a co-parenting relationship for the benefit of our children.
12. We agree to focus on the needs and interests of our children ahead of our own. We desire to give our children the opportunity to have a meaningful relationship with both of us.
13. We agree to establish and maintain good communication with each other and to establish a cooperative working relationship as parents.
14. We shall be flexible in making temporary adjustments in the parent-time schedule for unexpected situations. The parent seeking 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.
15. We agree to allow liberal telephone or virtual visitations and shall encourage the children to call the other parent. Each parent shall allow the minor children to contact the other parent at any reasonable time the minor children desire to have telephone or virtual contact.
16. Day-to-day decisions regarding the care, control and discipline of the children shall be made by the parent with whom the children are residing at the time.
17. We agree that all major decisions concerning our children, including their health, education, medical and dental treatment, and therapy shall be discussed. Further, we agree to use the following decision-making procedure:
 - a. Identify the issue

- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved
- d. If we are unable to reach an agreement, we shall involve any professional who may be of assistance in making the decision (doctor, teacher, therapist, etc.).
- e. If we are not able to reach an agreement after following the above procedure, we agree that Marilyn shall be able to make the final decision.

18. We agree that the parent who has the children at the time they suffer an emergency medical condition has the authority to make any decision regarding emergency medical care. We agree to notify the other parent of the emergency as soon as possible.

19. Neither of us shall drink alcohol to the point of intoxication or use illicit, illegal, and/or non-prescribed prescription drugs (i.e. opiates, opioids, narcotics, etc.), or be under the influence of these substances, in the presence of the children. This also applies to any other person living in any home in which a parent is exercising parent-time with the children.

20. Neither of us shall ask, nor attempt in any way to have the children transfer messages between us, either verbal or written.

21. If an emergency exists, or an urgent issue arises regarding scheduling issues for the children, we may contact one another directly via phone to discuss personal or child-related issues between ourselves and not involve the children. All other child related issues shall take place via a co-parenting app.

22. We shall keep each other immediately 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.

23. We shall be entitled to have access to school records, grades, and other school information.

24. We shall be entitled to participate in all social and school functions our children attend.

25. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, notarized, and filed with the Court. Temporary or minor changes can be made whenever the parties agree, so long as it is memorialized in writing.

26. If either of us fails to comply with any of the provisions set out above under this Parenting Plan, the other parent's obligations under said section are not affected.

END OF PARENTING PLAN

SUPPORT PAYMENTS

27. It is reasonable and proper that Diego be ordered to pay Marilyn child support pursuant to Utah Code Ann § 81-6-302.

28. Diego is employed by AT&T and earning a gross monthly income of \$13,679.58. Diego also receives rental income in the amount of \$400 per month, for a total gross monthly income of \$14,079.58.

29. Marilyn shall be imputed a gross monthly income of \$4,600.00.

30. As child support covers four (4) children, Diego shall pay Marilyn child support in the amount of \$2,299.00.

31. Child support is effective as of August 1, 2026.
32. Child support shall continue each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-213 at which time child support shall be re-computed given the remaining number of minor children.
33. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work-related child care expenses as incurred by either party.
34. If an actual expense for child care is incurred, a party shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.
35. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within thirty (30) calendar days of the date of the change.
36. Pursuant to Utah Code Ann. § 81-6-208, each party shall provide medical and dental insurance for the minor children if available at a reasonable cost. Each party shall equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of

insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children shall be equally shared between the parties.

37. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

38. The party shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parties share of the expenses if that party fails to comply with the notification requirements herein.

39. The parties shall equally share all expenses for extracurricular activities for the minor children so long as the activity is agreed upon by each party in writing.

ALIMONY

40. The parties are both physically capable of supporting themselves and alimony shall not be awarded to either party.

REAL PROPERTY

41. During the course of the marriage, the parties acquired real property located at 9239 South Ingram Drive, West Jordan, Utah 84088 ("Property"). Diego shall be awarded the

exclusive use and possession of the Property and shall be solely responsible for all debts associated with the Property including mortgage payment, utilities and other related expenses.

42. Diego shall remove Marilyn from the mortgage on the Property within 180 days of signing this Stipulation.

43. Marilyn shall execute a quitclaim deed transferring her interest in the home to Diego.

44. Diego has separate real property located at 439 West Maple Court, Ontario, California 91762. Diego shall be awarded the exclusive use and possession of the Property and shall be solely responsible for all debts associated with the property including mortgage payment, utilities and other related expenses.

PERSONAL PROPERTY

45. With the exception of the below named items, the personal property of the parties has already been divided and each party shall be awarded the property presently in his or her possession:

- a. Diego: 2013 Toyota Tacoma, 2000 Toyota Land Cruiser
- b. Marilyn: 2006 Lexus GX 470 and the following items from the home:

- i. Marilyn's personal affects;
- ii. Marilyn's wedding ring;
- iii. Books;

- iv. Statue of Virgin Mary from Europe;
- v. Religious photos and pictures;
- vi. Clothes for kids;
- vii. Photo albums;
- viii. Degree, diploma;
- ix. Title for Lexus;
- x. Kids sports gear;
- xi. Oldest daughter's bike;
- xii. Coffee machine;
- xiii. Instapot;
- xiv. Blender;
- xv. Kids' beds;
- xvi. Two small kid dressers;
- xvii. Kids' toys; and
- xviii. 3 houseplants.

46. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

47. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

DEBTS AND OBLIGATIONS

48. During the course of the marriage, the parties acquired debts and obligations to third parties. Each party shall be responsible for the debts incurred in his or her own name.

49. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

NOTICE TO CREDITORS

50. Pursuant to Utah Code Ann §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history

or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

51. The parties shall each take as their sole and separate property any stocks, bonds, mutual funds, retirement accounts or other pension related assets, if any, free of any claim from the other.

PROPERTY SETTLEMENT

52. As and for a full and final settlement of all financial issues related to this matter, including but not limited to real property, personal property, bank accounts, and retirement accounts, Diego shall pay Marilyn a total settlement amount of \$50,000 within 180 days of signing the Stipulation.

TAX FILING

53. The parties shall file their taxes individually for Tax Year 2026 and every year thereafter.

MINOR'S TAX DEPENDENCY STATUS

54. The parties shall be entitled to claim an equal number of children for income tax deduction purposes, both State and Federal, each and every year beginning for Tax Year 2026, as provided in Utah Code Ann § 81-6-210. In any year where there are an odd number of children

to claim, the parties shall then alternate claiming the remaining child every other year for income tax deduction purposes, with Marilyn receiving the tax deduction in even years and Diego receiving the tax deduction in odd years.

55. Pursuant to Utah Code Ann § 81-6-210, if Diego is not current in his child support obligation, the tax exemption shall automatically revert to Marilyn.

ATTORNEY'S FEES AND COSTS

56. Each party shall be responsible for his or her own attorney fees incurred during the divorce proceedings.

RESTRAINING ORDERS

57. The following restraining orders shall issue:

- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
- b. Both parties shall be restrained from making visitation arrangements through the children.

- c. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- d. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the children from such circumstances.
- e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- f. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

58. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

--END OF ORDER—
Signed as indicated at the top of page one

DATED this 27th day of August, 2026

BURTON LAW FIRM, P.C.

/s/ McKinley K. Silvers

McKinley K. Silvers
Attorney for Petitioner

Approved as to form and content:

DATED this 10th day of September, 2026

*/s/ *Kaden Gilchrest*

Kaden Gilchrest

Attorney for Respondent

**Electronically signed by Kayla Bangon with
written permission from Kaden Gilchrest.*

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of August, 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Kaden Gilchrest	x	Email
Attorney for Respondent		

Nathan Wall	x	Email
Attorney for Respondent		

/s/ Kayla Bangon
Paralegal