The Order of the Court is stated below:
Dated: October 08, 2026 01:10:40 PM
/s/ JAMES GARDNER
District Court Judge

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THIRD JUDICIAL DISTRICT - SALT LAKE COUNTY DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
Matheson Courthouse, 450 S State St, Salt Lake City, UT 84111

In the Matter of the Marriage of **ROBYN ROJAS,** Petitioner, and **MARVIN ROJAS,** Respondent,	**DECREE OF DIVORCE** Case No. 264900008 Judge GARDNER Commissioner BLOMQUIST

THIS MATTER came before the Court on VERIFIED PETITION FOR DIVORCE, filed January 2, 2026, and a COUNTERPETITION FOR DIVORCE, filed February 3, 2026. Petitioner is represented by Attorney Tara Haynes. Respondent is represented by Attorney Sheri Throop. This matter is being resolved by a settlement reached between the parties and filed on September 25, 2026. Having reviewed the arguments, evidence, and being otherwise fully informed, ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND VENUE

1. Marriage. The parties were married on February 23, 2013, in Salt Lake County, Utah.

2. Separation. The parties separated on or about December 28, 2025.

3. Residency. Petitioner is a bona fide and actual resident of Salt Lake County, Utah and has been a resident of said county for at least three (3) months immediately preceding the filing of the instant action. Respondent is a bona fide and actual resident of Salt Lake County, Utah and has been a resident of said State for at least three (3) months immediately preceding the filing of the instant action.
4. Divorce. That a decree of divorce shall be entered by this Court, which provides for the mutual entry of the decree of divorce based upon irreconcilable differences of the parties which cannot be reconciled and based upon the provisions set forth hereinafter.

CHILDREN

5. Children. Petitioner and Respondent have three (3) minor child(ren) born as issue of the Marriage: V.M.R. (05/2009), R.D.R. (08/2012) and J.K.R. (07/2019). There are no other children who are expected to be born as issue of this marriage.
6. Rule 100 Information. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the parties state upon information and belief, that:
    a. Petitioner is unaware of any proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
    b. Petitioner is unaware of any criminal, delinquency or protective order cases involving a party or the parties' children.

c. Petitioner is unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child(ren) and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the parties' minor child(ren).

7. Custody. Parties are awarded custody of the minor child(ren) as follows:

   a. *Legal Custody*: It is in the best interests of the minor child(ren) that the parties be awarded joint legal custody of the minor child(ren).

   b. *Physical Custody*: It is in the best interests of the minor child(ren) that the parties be awarded joint physical custody of the minor child(ren), with Petitioner designated the primary custodial parent, subject to the parent-time schedule outlined below:

8. Parent-Time. Parent-time shall be as the parties may agree and, if the parties cannot agree, as follows:

   a. During the school year, Petitioner shall have primary custody of the children, with Respondent exercising parent-time pursuant to U.C.A. § 81-9-302.

   b. During the summer when school is not in session, the parties shall share physical custody equally. The parties shall exchange the children each week at 7:00 p.m. on Sunday evenings.

   c. Holiday and extended parent-time shall be pursuant to U.C.A. § 81-9-302, with Petitioner designated as the custodial parent for the purposes of holiday determinations only.

9. Parenting Plan. In addition to the advisory guidelines outlined in §§ 81-9-202 and 81-9-203, the parties shall adhere to the following:

    a. *Mutual Restraining Order*: Neither party shall make disparaging remarks, whether in person or through electronic means, about the other party to, or in front of, the children, nor permit others to do so. Further, neither party shall discuss the case or case-related matters directly with or otherwise in the presence of the children, nor permit others to do so. Both parties are restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

    b. *Communication*: The parties shall communicate directly with the other and not through third persons. The children shall never be used as messengers. Communication shall be respectful and at no time will it be sarcastic or derogatory.

    c. *Child Communication*: Either party may communicate with the minor children during appropriate times and by appropriate means. Such communications shall remain private between the parent and the minor child.

    d. *Drug Use*: Except for lawful cannabis use, neither party shall consume alcohol or any other controlled substance during their parent-time or within the preceding 24 hours.

    e. *Address and Phone Number*: The parties shall always keep the other party informed of their address and telephone number when exercising parent time.

f. *Medical Information*: Both parties shall have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

g. *Educational Information*: The custodial parent's residence shall be considered the primary residence for purposes of school for the minor children. Both parties shall have the right to obtain educational information of the minor children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact.

h. *School Selection*: For the purposes of determining which school the minor child(ren) attend, Petitioner's residence shall be primary.

i. *Notice of Activities*: Both parties shall have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

j. *Out-of-State Travel/Vacation*: The parties shall not take the minor children outside of the United States without express written permission of both parties. Should the parties travel outside the State of Utah (whether nationally or internationally), the traveling party shall notify the other party in advance of the travel itinerary including but not limited to the following: (i) travel date(s); (ii) the destination(s); (iii) places where the Parties' minor children and the parent traveling will be staying overnight(s) and the contact information at those locations, i.e. address and telephone and; (iv) expected return date.

k. *Decision Making*: All major decisions concerning the children, including health, education, general welfare, religion, daycare, medical and dental treatment, and therapy shall be discussed by the parties. Further, the parties will utilize the following decision-making procedure:

i. Identify the issue;

ii. Develop possible solutions; and

iii. Choose the most sensible solution that considers the needs and interests of everyone involved. In the event the parties cannot agree on a solution, Petitioner shall have final decision making authority, subject to Respondent's right to seek court intervention following mediation.

l. *Emergency Medical Decisions*: The party who has custody of the children at a time a child suffers a medical emergency shall have the authority to make any initial decision regarding emergency medical care. That party will notify the other parent of the emergency immediately.

m. *Day-to-Day Decisions*: Whichever party has the children in their physical custody shall make minor, day-to-day decisions regarding the children in that party's care.

n. *Implementation of Treatment*: Each of the parties shall facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

o. *Right of First Refusal*: Should either party or the minor children V.M.R. (05/2009) or R.D.R. (08/2012) be unable to babysit or parent J.K.R. (07/2019) during his or her parenting time for more than three (3) hours, they shall affirmatively contact

the other party and give them the opportunity to provide the surrogate care of the minor children during his or her absence.

p. *Firearms*: If either party owns or acquires a firearm, they shall secure said firearm in a locked safe.

q. *Other Provisions*: Any provisions of Utah Code Ann. §§ 81-9-202 and 81-9-203 not otherwise specified here shall apply.

10. Relocation of the Parties. Should either party moves more than 150 miles from Salt Lake County, then the statutory provisions of UCA § 81-9-209 shall apply.

CHILD SUPPORT AND EXPENSES

11. Child Support. It is in the best interest of the minor child(ren) that the child support order of this action be as follows:

a. Petitioner is employed and expects to earn approximately $3,000.00 per month as their gross monthly income. Respondent is employed and expects to earn approximately $3,000.05 per month as their gross monthly income. Based upon the gross monthly incomes of the parties, Respondent is ordered to pay child support as follows:

i. During the school year, when Petitioner is exercising primary physical custody, Respondent shall pay Petitioner child support in the amount of $745.00 per month.

ii. During the summer break period, when the parties are sharing joint physical custody, Respondent shall pay Petitioner child support in the amount of $14.00 per month.

b. Child support shall be payable one-half (½) on the 5th and 20th calendar days of each month following the entry of the decree in this matter, and continuing thereafter for each consecutive month until the Child attains the age of eighteen or graduate from high school in their normal graduating years, whichever is later.

12. Child Support Arrears. An order for child support arrears shall be entered from the date of the separation of the parties to the entry of this Court's order, and of not less than $3,012.00.[1]

    a. Support arrears shall be automatically deducted from Respondent's share in the equity of the marital home upon sale (see below).

13. Right to Adjust Child Support. Under Utah Code § 81-6-212, the parties have a right to adjust a child support order entered 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 62A-11-306.2, 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.

14. Modification of Child Support Due to Material Changes. Under Utah Code § 81-6-212, 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: (i) material changes in

1 Arrears = (5 school-year months × $745 obligation) + (3 summer months × $14 obligation) + (1 September school-year month × $745 obligation) − (3 months × $500 paid) = $3,012.

custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material change of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the children; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results 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 is not of a temporary nature. In a proceeding to modify an existing award, the court or administrative agency shall consider children, who are born after the entry of the child support order and are not in common to both parties, to mitigate an increase in the award, but the court or administrative agency may not consider the children:

a. for the benefit of the obligee if the credit would increase the support obligation of the obligor from the most recent child support order; or
b. for the benefit of the obligor if the amount of support received by the obligee would be decreased from the most recent child support order.

15. Health Insurance. Insurance for the medical expenses of the minor child(ren) shall be provided by Petitioner through employment and/or government assistance. If insurance is not available through their employment, the parties shall agree upon a reasonable priced insurance. The party providing the medical 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, 42 USC §§ 601, et seq, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. Pursuant to § 81-6-208,

any out-of-pocket premiums shall be shared equally between the parties and paid not later than the 15th day of each month.

16. Medical/Dental Expenses. Pursuant to § 81-6-208, the parties shall share equally in all reasonable and necessary uninsured expenses, including but not limited to, medical, dental, orthodontics, and/or optometry expenses, including deductibles and co-payments, incurred for the minor child(ren). Written verification shall be provided to the non-incurring party within thirty (30) days of paying such expense. Payment from the non-incurring party shall be paid to the incurring party within ten (10) days of receipt of such written verification.
    a. *Arrears.* An order for medical/dental expense arrears owed by Respondent through to September of 2026 is entered, and in the amount of $1,936.00.
        i. Medical/dental expense arrears shall be automatically deducted from Respondent's share in the equity of the marital home upon sale (see below).
17. Extracurricular Child Related Expenses. Extracurricular child related expenses, if agreed upon in writing, shall be divided evenly between the parties.
18. Other Child Expenses. Any other child-related expenses not otherwise specified here shall be governed by Utah Code Ann. § 81-6-209, etc.
19. Tax Dependency Exemption. The dependency exemptions for the minor child(ren) for federal and state income tax purposes shall be equally divided between the parties:
    a. In even-numbered tax years, Petitioner shall be entitled to claim V.M.R. and R.D.R. as dependents, and Respondent shall be entitled to claim J.K.R.

b. In odd-numbered tax years, Respondent shall be entitled to claim V.M.R. and R.D.R., and Petitioner shall be entitled to claim J.K.R.

c. When V.M.R. becomes ineligible to be claimed as a dependent, Petitioner shall be entitled to claim R.D.R., and Respondent shall be entitled to claim J.K.R., in accordance with the even-year/odd-year rotation described above.

d. When R.D.R. becomes ineligible to be claimed as a dependent, the parties shall alternate claiming J.K.R., with Petitioner receiving the first eligible tax year and Respondent receiving the next, continuing in alternating years thereafter.

DIVISION OF PERSONAL PROPERTY

20. Personal Property. All personal property and the effects of the parties have already been divided between the parties or are in the process of being divided and said personal properties and effects shall remain divided as presently situated or as the parties mutually agree, except:

a. Petitioner shall be awarded all personal property remaining in the real property identified below.

DIVISION OF REAL PROPERTY

21. Real Property. During the course of the marriage, the parties acquired an interest in the following real property:

a. Real Property I:

i. Address: 5742 Welch Cir, Kearns, UT 84118

ii. Parcel/Serial Number: 21-18-152-013-0000

iii. Legal Description: LOT 16, CHARLESTOWN SUB. 6362-0752 6604-1968 6711-2943 7771-2453 8377-5630 8778-1500 8797-5297 8864-

1844 9185-4503 09942-5553 10602-9841

iv. Division of Property: The parties shall list the property for sale within thirty (30) days following the discharge of their bankruptcy proceedings. Upon sale, the net proceeds shall be distributed as follows:

1. **Respondent's Share** (after all sales-related expenses, including closing costs, mortgage payouts and etc.):
    a. *Property Sells for Less Than $465,000*: If the property sells for less than $465,000, Respondent shall receive one-half of the net equity, except:
        i. Any extant child support arrears and/or medical/dental expenses Respondent owes shall be deducted from his share and awarded to Petitioner.
    b. *Property Sells for $465,000 or Higher*: If the property sells for $465,000 or higher, Respondent's award shall be the lesser of:
        i. one-half of the net equity from the sale, or
        ii. one-half of the net equity of the home as appraised in May of 2026 ($465,000);
        except:
            1. Any extant child support arrears and/or medical/dental expenses, together with one-half of the sales-related expenses (including

but not limited to mortgage payouts), shall be deducted from his share and credited to Petitioner.

2. **Petitioner's Share** (after all sales-related expenses, including closing costs, mortgage payouts and etc.):

a. Petitioner shall receive all remaining net equity of the sale.

b. The parties have not acquired any other real property that is marital property and do not need a court order as such.

DIVISION OF FINANCIAL PROPERTY

22. Financial Property. During the course of the marriage, the parties acquired an interest in the following financial property:

a. Bank Account I: Capital One Checking

i. Institution: Capital One

ii. Account: 9674

iii. Amount: $16.66

iv. Divide as follows: Award to Petitioner, free and clear of any claim by Respondent.

b. Bank Account II: Chase Bank Checking

i. Institution: Chase Bank

ii. Account: 5690

iii. Amount: $0.00

iv. Divide as follows: Award to Respondent, free and clear of any claim by Petitioner.

c. Bank Account III: American Express Prepaid

i. Institution: American Express

ii. Account: 0545

iii. Amount: $58.68

iv. Divide as follows: Award to Petitioner, free and clear of any claim by Respondent.

d. Life Insurance Account I:

i. Institution: Employer Provided (American Express)

ii. Account: N/A

iii. Amount: N/A

iv. Divide as follows: Award to Petitioner, free and clear of any claim by Respondent.

e. Retirement Account I:

i. Institution: Principal Financial Group/American Express

ii. Account: 0150 – 401(k)

iii. Amount: $20,724.25

iv. Divide as follows: Award to Petitioner, free and clear of any claim by Respondent.

f. Any other financial accounts held in the parties' own individual names shall be awarded to the party in whose name the bank account is held.

g. Any other financial accounts held jointly by the parties shall be divided equally between the parties.

DEBT ALLOCATION AND OTHER FINANCIAL ISSUES

23. Debt. Should any debt arise that was incurred during the marriage of the parties, the debt shall be divided as follows:

a. Pre-Separation

i. Responsibility for any debt incurred prior to the separation of the parties and not included in the parties' bankruptcy proceedings shall be divided evenly between the parties, with each party responsible for 50% thereof.

ii. Responsibility for any debt incurred prior to the separation of the parties and included in the parties' bankruptcy shall be divided in a manner consistent with the parties' bankruptcy proceedings.

b. *Post-Separation*

i. Responsibility for any debt incurred after the separation of the parties shall be the responsibility of the party who incurred the debt in his or her own name, with the other party held harmless and indemnified therefrom.

ii. Responsibility for any debt incurred after the separation of the parties and included in the parties' bankruptcy shall be divided in a manner consistent with the parties' bankruptcy proceedings.

24. Alimony. Neither party shall be awarded alimony in this case.

MISCELLANEOUS

25. Duty to Sign. Consistent with Utah law, each party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the final order, hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of their order, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.
26. Modification. Upon the filing of any Petition to change any provision of this petition, the Parties shall attempt to resolve the issue through mediation prior to any court hearing.
27. Name Change. Petitioner's maiden name shall be restored as follows:
    a. *Petitioner's Married Name*: Robyn Katherine Rojas
    b. *Petitioner's Restored Name*: Robyn Katherine Dempsey
28. Attorney Fees. Each party shall be responsible for their own attorney fees in this matter.
29. Other Relief. The Court shall grant such other and further relief as is equitable.

END OF ORDER

Approved as to Form by Counsel for Respondent, Sheri Throop

/s/ Sheri Throop
Sheri Throop
Counsel for the Respondent

This signature electronically signed by written permission of Counsel for the Respondent on October 8, 2026.

/s/ Tara Haynes
Tara Haynes
Counsel for the Petitioner

URCP 7(j)(4) Notice: Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after the order is served.

URCP 108(a) Notice: Pursuant to Rule 108(a) of the Utah Rules of Civil Procedure, a party may object to the recommendation of a court commissioner by filing an objection within 14 days after the order is served.

For the date of and signature to this court order, please refer to the top of this document

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CERTIFICATE OF SERVICE

I certify that on October 8, 2026, I served or caused to be served a true and correct copy of the **DECREE OF DIVORCE** on the following agencies or individuals by the method indicated:

Salt Lake Family Law
357 S 200 E Ste 103
Salt Lake City, UT 84111
sheri@saltlakefamilylaw.com
******E-Filing******

/s/ Chase Castle
Chase Castle
Legal Assistant