The Order of the Court is stated below:
Dated: October 20, 2026 01:03:24 PM **/s/** TERESA WELCH
District Court Judge

Daniel L. Heaps, 18012
STOWELL CRAYK LLC
4252 South 700 East,
Millcreek, Utah 84107
Telephone: (801) 944-3459
Facsimile: (801) 483-0705
Email: daniel@lawscb.com
Attorney for Respondent

THIRD JUDICIAL DISTRICT – SALT LAKE DISTRICT COURT

SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:	**MODIFIED DECREE OF DIVORCE**
ROBERTO ISLAS CRUZ, Petitioner, and NANCY GABRIELA MARQUEZ MENDOZA, Respondent.	Case No. 164903576 Judge Teresa Welch Commissioner Kim Luhn

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THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Modified Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on September 24, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement* finding said Agreement fair, equitable and in

the best interests of the parties, and otherwise being fully advised in the premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

SUMMARY PROVISIONS

1. On May 5, 2017 the Court entered a *Decree of Divorce*, entering certain custody and parent-time orders concerning the minor children: **Y.R.I.M., born 8/9/15; and J.E.I.M. born 9/19/19.**

2. The parties are bona fide residents of Salt Lake County, State of Utah.

3. This Court has continuing jurisdiction to modify a decree of divorce pursuant to Utah Code Ann. 81-4-406.

PROVISIONS RELATING TO GROUNDS-SUBSTANTIAL AND MATERIAL CHANGES IN CIRCUMSTANCES

4. Since the entry of the *Decree of Divorce* on May 5, 2017, substantial and material changes in circumstances have occurred which justify a modification of the *Decree*.

5. Paragraph 3 of the original *Decree* awards the parties joint physical custody of the minor child, although Petitioner's parent-time is limited to 111 overnights each year.

6. Paragraph 3 of the original *Decree* awards the parties joint legal custody of the minor children.

MODIFICATIONS

7. Paragraph 3 of the *Decree* shall be modified to the following:

a. The parties are awarded joint legal and physical custody of the minor children. Parent-time shall be as the parties agree. If they don't agree, parent-time shall be pursuant to Utah Code Ann. § 81-9-303. Roberto's midweek overnight visit shall take place every Wednesday.

b. If either parent relocates 25 miles or more from the other parent, the parents shall meet at an agreed-upon location halfway between their respective residences to conduct parent-time exchanges. If a parent is 15 minutes late to an exchange, the receiving parent shall pick up the children from the other parent's residence.

c. **Summer/Extended Parent Time:** The parties shall exercise summer/extended parent time as they agree. Roberto shall have two weeks of uninterrupted parent-time during the summer. Notice of scheduled summer vacations shall be given in writing by the other party no later than May 1.

d. **Holidays:** The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. § 81-9-303 if they cannot agree, with Nancy being designated as the custodial parent on the schedule and only the schedule. Pursuant to Utah Code, holiday parent-time trumps regular parent-time.

Holiday	**Holiday Time Period**	**Years Noncustodial Parent Is Granted**	**Years Custodial Parent Is Granted Holiday**

		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 minor 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 minor 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 the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day 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 minor 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 at 9 a.m. on Mother’s Day. (2) Holiday ends at 7 p.m. on Mother’s Day.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father’s Day	(1) Holiday begins at 9 a.m. on Father’s Day. (2) Holiday ends at 7 p.m. on Father’s Day.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National		

Freedom Day	Freedom Day if the day before is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before 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 July 3 at 6 p.m. (2) Holiday ends July 5 at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins July 23 at 6 p.m. (2) Holiday ends July 25 at 6 p.m.	Even years	Odd 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 minor 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 dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31 or the day Halloween is traditionally celebrated in the local community at: (a) the time school is dismissed; or (b) 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. the same day.	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	(1) Holiday begins 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 school dismisses for winter break; or (b) the time school is	Odd years	Even years

	regularly dismissed that day, at the election of the parent granted the holiday. (2) Holiday ends December 27 at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins December 27 at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

8. The "Parenting Plan" section of the *Decree* shall be modified as follows:

a. Pickup and Delivery for Parent Time: Both pick-up and drop off shall be as they agree, unless an agreement cannot be reached, the party exercising parent time, shall pick up the minor children. All exchanges shall be curbside. Any communication during exchanges shall be civil and not involve any stepparents or third parties.

b. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. § 81-9-303, the following advisory guidelines in Utah Code Ann.

§ 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

c. A parent-time schedule shall be used to maximize the continuity and stability of the minor children's lives.

d. Each parent shall give special consideration to make the minor children available—upon proper notice to the other parent—to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

e. The children shall not sleep in the same room as a stepsibling, and the children shall have their own beds.

f. A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time or vacation.

g. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

h. The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored. The noncustodial parent is entitled to attend and participate fully in these functions.

i. The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.

j. A parent shall immediately notify the other parent in the event of a medical emergency.

k. Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time.

l. **Right of First Refusal:** Parental care is presumed to be better care for the minor children than surrogate care. If either parent requires childcare for the minor children for a period of eight (8) hours or more during that parent's scheduled parenting time, that parent shall first offer the other parent the opportunity to care for the child(ren) before making arrangements with a third party. The parent requiring childcare shall notify the other parent as soon as reasonably possible, providing the date, time, and expected duration of the childcare need. Notice may be provided by text message, email, or other mutually agreed-upon method of communication. The other parent shall respond within 2 hours of receiving the notice. If the other parent declines the opportunity or fails to respond within the specified time, the requesting parent may make other appropriate childcare arrangements. This provision is intended to maximize each parent's time with the child and shall not be used to unreasonably interfere with either parent's employment, regular childcare providers, school attendance, or normal extracurricular activities.

m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of phone calls or video calls. These rules apply if a minor child has a cellular phone.

n. **Travel:** For emergency purposes, whenever a minor child travels with a parent, the parent shall provide the following information to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the minor child or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor child's location. The children shall never travel without one of their parents. In two (2) years from the date of entry of the Modified Decree of Divorce, Roberto may elect to schedule a mediation to discuss the possibility of the minor children traveling outside the U.S. to visit family with a stepparent. The parties shall engage in mediation in good faith to attempt to reach an agreement on this issue.

o. **Passports:** The parties shall cooperate in renewing the minor children’s passports. Nancy shall retain possession of the children’s passports. Roberto may request the passports for travel with the minor children and Nancy shall not unreasonably withhold them from him.

p. **Communication:** The parties shall communicate through Our Family Wizard. Each party shall pay their own expenses associated therewith. In the event of an emergency, the parties may communicate through text message or phone call.

q. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 14 days of any change.

r. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

9. Paragraphs 19-21 of the *Decree* shall be modified as follows:

a. Nancy is employed and her gross monthly income is $3,683.

b. Roberto is employed and his gross monthly income is $3,683.

c. Child support shall be calculated pursuant to Utah Code Ann. § 81-6-202 and the Utah Child Support Guidelines. Roberto's monthly child support obligation shall be $455.

10. Paragraph 24 of the *Decree* shall be modified as follows;

a. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work-related childcare expenses.

b. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a

childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

c. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses monthly immediately upon presentation of proof of the childcare expense.

d. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

e. Where feasible, the parties shall cooperate to give each other or family members the first right of refusal to provide childcare prior to employing paid childcare.

11. Paragraph 22 of the *Decree* shall be modified as follows:

a. Nancy shall claim the minor children as dependents for federal and state tax purposes on odd-numbered tax years and Roberto shall have even-numbered tax years, as long as Roberto is current on all child-support obligations and medical expenses pursuant to statute.

12. The parties agree that the minor children's names shall be changed to remove the last name "Mendoza."

13. All other provisions of the Decree not specifically enumerated above shall remain the same.

MISCELLANEOUS PROVISIONS

14. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

SO ORDERED

COURT SIGNATURE AT TOP

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Decree was served by the means indicated in the Certificate of Service, on October 8, 2026, to Counsel for Petitioner. Notice of objections to these pleading must be submitted to the Court and counsel within seven days after service (10 days for mailed documents). Should no objections to these pleadings be submitted to the Court along with a Request to Submit for entry and signature by the Court.

/s/ Daniel L. Heaps
STOWELL CRAYK, PLLC
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of October, 2026, the office of Daniel L. Heaps electronically filed the foregoing **MODIFIED DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and sending automatic notification to the following:

Orlando Luna
Attorney for Petitioner

/s/ Daniel L. Heaps