The Order of the Court is stated below:
Dated: October 27, 2026 04:08:19 PM **/s/** ROBERT FAUST
District Court Judge

R. KADEN GILCHRIST (NO. 18938)
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IN THE THIRD DISTRICT COURT IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: BRITTANY LODER-GAMEZ, Petitioner, and MARCOS GAMEZ, Respondent.	**DECREE OF DIVORCE** Case No.: 264902809 Judge: Robert Faust Commissioner: Joanna Sagers

This action for divorce was commenced by the filing of a Verified Petition for Divorce. All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the court having heretofore made and entered its Findings of Fact and Conclusions of Law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

1. **Jurisdiction and Grounds.** The Petitioner is a bona fide and actual

resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

2. That the acts complained of that constitute the basis for this divorce occurred in Salt Lake County, State of Utah, and the parties resided together as husband and wife. Therefore, pursuant to Utah law this Court has jurisdiction over the parties.

3. That Petitioner and Respondent were legally married on or about October 30, 2013 in Tooele County, State of Utah, and are now and have been since that time husband and wife. The parties separated on or about January 10, 2022.

4. **Grounds.** During the course of the parties' marriage certain irreconcilable differences have the arisen that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship. It is reasonable and proper that the Petitioner be granted a divorce from Respondent on the grounds of irreconcilable differences.

5. **Alimony.** It is hereby ordered that both parties are able to provide

for themselves and there is no need for alimony.

6. **Child Information.** That there has been one (1) child born or adopted as issue of this marriage. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the name and birthdate of the minor children are being submitted to the court on the NON-PUBLIC INFORMATION-MINORS form. The initials, birth month, and birth year of the child is: B.G., June 2019.

7. **UCCJEA Jurisdiction – Home State of Child.** Utah should have jurisdiction over the child custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), U.C.A., §78B-13-101, *et. seq*. Utah is the home state of the children. The child has resided in Utah for at least six (6) consecutive months immediately preceding the commencement of this action; the child and at least one parent have a significant connection with Utah; and substantial evidence is available in Utah concerning the child's care, protection, training and personal relationships.

PROPOSED PARENTING PLAN

8. **Child Custody.** It is in the child's best interest that the parties shall be awarded joint legal custody. Petitioner shall be awarded sole physical custody of the parties' minor child. Respondent shall exercise parent time as the parties agree, or pursuant to U.C.A. section 81-9-209. Respondent shall be responsible for all travel costs and transportation associated with exercising parent time.

9. It is in the child's best interests that in accordance with the provisions of Utah Code Annotated §81-9-203, and the following Parenting Plan shall be ordered as follows:

a. The parents shall timely exchange information with each other concerning the health, education, and welfare of the child and where reasonably possible, confer before making decisions concerning any of these areas.

b. The parents shall discuss with each other and mutually make significant decisions regarding the children, including, but not limited to, the child's present and future physical care, support, education, health care, and religious upbringing.

c. The decisions made by the parents, either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the children's daily routine, and the child's association with friends.

d. Any parental duties or rights not specifically addressed in this Parenting Plan shall be discussed and mutually decided by both parents.

e. Should the parties have a dispute regarding parenting of the child, the Petitioner should have the final decision-making authority. In the event the Respondent disagrees with the Petitioner's decision, he may request that the parties submit the matter to mediation or some other mutually agreed upon third party to assist them in resolving the conflict before presenting the matter to the Court for resolution.

f. No parental dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree

in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be present to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed upon method of dispute resolution.

g. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counselling, or arbitration.

i. Both parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical, and psychological or psychiatric

records of the child.

j. Both parties shall provide the other party with the name, address and telephone number of every educational institution the child attends, and each party should be entitled to any school records and reports concerning the child. The parties shall execute any releases required for the release to the other parent of such information.

k. Both parties are responsible for maintaining their own relationships with the child's providers, teachers, coaches, etc.

m. Each parent may make decisions regarding the day-to-day care and control of the child while the child is residing with that parent. Further, each parent may obtain emergency medical treatment for the minor child and shall immediately notify the other parent of any such medical emergency and medical emergency treatment.

n. The parties shall work together and accommodate reasonable

requests to modify or alter the parent-time schedule due to changes or fluctuations

in the parties' respective employment schedules.

o. The parties should cooperate with one another in obtaining and

maintaining passports for the minor child. The Petitioner/mother should keep the child's passport in her possession. In the event the Respondent wishes to internationally travel with the child, the Petitioner should provide Respondent with the child's passport and the Respondent should return the passport to the Petitioner upon his and the child's return. Respondent should provide no less than 14 days' notice to Petitioner when traveling with the minor child. The parties should also cooperate and accommodate one another in facilitating the child traveling with the other parent. Any forms needed to obtain or maintain the child's passport should be completed within 48 hours of the request

p. When the child travels with either parent out of State, all of the following shall

be provided to the other parent at least 24 hours prior to departure or 21

days for international travel:

i. An itinerary of travel dates;

ii. Destination;

iii. Overnight addresses where the child will be residing;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

q. For purposes of the minor children's education, the Petitioner's/mother's place of residence shall be designated as the child's primary residence.

r. The parties shall respond to messages within 48 hours of a message being sent.

10. **Notification of Child's Events:** It is in the child's best interest that both parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child

may be involved in that is not available online or through emails of the program.

11. It is hereby ordered that should there be any question or issue between the parties as to the parent-time schedule, time allotments for holidays, special occasions, and the like, the rights set forth under Utah Code Annotated §81-9-209 should govern. Petitioner shall have the holiday parent time of the custodial parent per the statute.

12. It is hereby ordered that in addition to said parent-time schedule, all parent-time arrangements between the parents set forth as “advisory guidelines” under Utah Code Annotated §81-9-202, should be mandatory and should be made a part of the Decree of Divorce.

13. It is hereby ordered that should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent pursuant to Utah Code Annotated §81-9-209.

End of Parenting Plan

14. It is hereby ordered that both parties shall keep the other party

apprised of their telephone number and address at all times. If, at any time, either party intends to change their residence and/or telephone number, they should notify the other as soon as they are aware that such a change will occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.

15. **Child Support.** It is hereby ordered that Petitioner's gross monthly income is $4,283.00 and Respondents gross monthly income is $10,965.00. Respondent should be ordered to pay child support to Petitioner in the sum of $1,250 per month beginning July 1, 2026. This award exceeds the statutory calculation for setting child support under Utah Code Ann. Sections 78B-12-201 et. seq. Said child support shall continue for the minor child until the child becomes eighteen (18) years of age or has graduated from high school during said child's normal and expected year of graduation, whichever occurs later. Said child support is to be proportionately adjusted in accordance with the Uniform Child Support Guidelines when each child attains the age of eighteen (18) years of age or graduates from high school during the normal and expected year of

graduation, whichever occurs later.

In the event any child support is ordered in the future all obligations ordered by the court for child support and medical expenses should be ordered to be for the benefit of the minor child and should follow the child, pursuant to Utah Code Annotated §81-6-204. Pursuant to the said statutory chapter and section, the parent without physical custody of the child should be required to pay the amount of support without the need to modify the order for (a) the parent who has physical custody of the child, (b) a relative to whom physical custody of the child has been voluntarily given, or (c) the state when the child is residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least thirty (30) days.

16. It is hereby ordered that the parent receiving child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Annotated §62A-11-401, et. seq., and §62A-11-501, et. seq., 1953 as amended. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt

Lake City, Utah 84145-0011 until such time as the parent owing child support no longer owes child support to the other parent.

17. It is hereby ordered that Petitioner will not use Office of Recovery Services unless child support is not paid in any given month.
18. It is hereby ordered that that parent paying child support shall be entitled to a reduction in his/her child support obligation by 50% during time periods when the child is in his/her custody by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days pursuant to Utah Code Annotated §81-6-211.
19. It is hereby ordered that that parent paying shall be entitled to a reduction in his/her child support obligation by 25% during time periods when the child is in his/her custody by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days pursuant to Utah Code Annotated §81-6-211. It is hereby ordered that that the monthly child support payments shall be paid in one installment due on the 15th day of each month.
20. **Personal Property.** It is hereby ordered that the parties personal property has been divided between them in a satisfactory/equitable

manner. In consideration for the division of personal property Respondent shall pay Petitioner a lump sum of $7,500.00 that should be paid within 24 months of the entry of the Decree.

21. It is hereby ordered that the parties have already divided said vehicles and hold the other party harmless from any indebtedness.

22. It is hereby ordered that 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. All property acquired prior to the marriage shall be awarded to the respective party who acquired said property as their separate property.

23. **Bank Accounts/Cash.** It is hereby ordered that the parties shall be awarded accounts held in their individual names free and clear of any claim made by the other. The parties shall retain the monies held in their accounts. Any joint accounts that exist shall be closed.

24. **Debts and Obligations.** It is hereby ordered that all debts existing at the time of separation have already been divided. Each party should hold the other harmless from any debt that they assumed in the separation. Any debts either party has incurred since the date of

separation shall be the sole responsibility of the party that incurred said debt.

25. It is hereby ordered that that pursuant to Utah Code Annotated §15-4-6.5, as amended, the parties should be ordered to notify each of their creditors and such notice shall inform each creditor which party is primarily liable for the debt with that creditor following the entry of a Decree of Divorce in this matter and each party shall be required to give the creditor the name and address of both parties.

26. It is hereby ordered that that if either party is obligated on a joint-secured debt, the payment of that debt should remain current. In the event that a payment is not made in a timely manner, the secured asset should be placed for sale in order to protect the joint debtor's credit. A party who makes payments on a delinquent asset, which the other party is ordered to pay, should be entitled to seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

27. It is hereby ordered that that the allocation of joint debts is an integral part of the financial settlement and support payments in

this proceeding and should be considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties should understand that this provision may not be binding on the Bankruptcy Court.

28. It is hereby ordered that the parties shall each be required to make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name. They shall be restrained from incurring debts in the other party's name.

29. **Retirement.** It is hereby ordered that that each party receive one-half of the other party's pension, profit sharing, retirement, and/or other investment account(s). The parties shall share in the cost of a QDRO, if one is necessary.

30. **Insurance.** It is hereby ordered that the Respondent shall maintain a policy of health and accident insurance for the benefit of the parties' minor child. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance will be evaluated

to see which parent's policy should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children is not covered by that parent's health, hospital, or dental insurance plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children. The Petitioner and Respondent should equally share any and all out of pocket costs of health insurance premiums paid for the benefit of the parties' minor child. If the partes have dual coverage they should be responsible for their own premiums without reimbursement from the other parent.

31. It is hereby ordered that the parties share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. A parent who incurs health and dental expenses shall provide written verification of the services rendered as well as proof of payment of said health

and dental expenses to the other party within thirty (30) days of payment and the other parent shall pay his/her one-half share within thirty (30) days of receipt of said written verification, however, in no event will reimbursement be required until each party receives a copy of the Explanation of Benefits provided by the health or dental insurance carrier who has provided insurance coverage for any services rendered and for which reimbursement is sought. Pursuant to Utah Code Annotated §81-6-208, the parent who fails to provide written verification of the services rendered as well as proof of payment as provided herein may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

32. It is hereby ordered that 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, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment of the dependent children on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services under Title IV of

the Social Security Act, 42 U.S.C. Sec 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

33. **Division of Accounts.** It is hereby ordered that the parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees pursuant to Utah Code Annotated §15-4-6.7.

34. **Taxes.** It is hereby ordered that the parties shall alternate claiming the child with Petitioner receiving the benefit in years ending in an even number and Respondent receiving the benefit in years ending in an odd number. Respondent must be current on his support obligations by December 31st of the tax year he is entitled to claim the minor child for tax benefit purposes on his tax return.

35. It is hereby ordered that the parties should file separate federal and state income tax returns for 2026.

36. **Miscellaneous Provisions.** It is hereby ordered that the parties

shall divide any accounts equally between them that were not disclosed. More particularly, in the event either party is found to have intentionally concealed or hidden from or refrained from disclosing or revealing to the other any marital asset or liability of the parties then the other party shall be entitled to (i) such asset free of any claim of the other party and/or (ii) complete indemnification from such party with respect to such concealed liability.

37. It is hereby ordered that the parties should be mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either's place of residence, employment or any other place. Both parties shall be ordered to be civil and respectful in their communications with one another. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook or other social networking sites, or otherwise in any public forum.

38. It is hereby ordered that Respondent shall be ordered to maintain a life insurance policy for no less than $165k, with Petitioner named

as the beneficiary until Respondent is no longer obligated to pay child support.

39. It is hereby ordered that each of the parties shall be ordered to execute and deliver to the other any documents necessary to implement the provisions of the Decree of Divorce entered by the Court. Should a party fail to execute a document within sixty (60) days of the entry of the Decree of Divorce, 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, Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same force and effect as if executed by the disobedient party.

40. It is hereby ordered that Petitioner should have her maiden/former name Loder restored to her should she so desire.

*** * * END OF ORDER * ***

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL AND SIGNATURE OF THE COURT APPEARS AT TOP OF PAGE ONE OF THIS DOCUMENT

RULE 7 NOTICE

The foregoing Findings of Fact and Conclusions of Law has been submitted to the Court for execution and entry. Rule 7(f)(2) of the Utah Rules of Civil Procedure allows seven (7) days after service for the opposing party to submit notice of objection. If such objection, as to form, is not received within the subscribed time period, said order will be filed with, and executed by, the Court.

DATED this 2nd day of September, 2026

/s/ R.Kaden Gilchrist
R. KADEN GILCHRIST
Attorney for Petitioner

APPROVED AS TO FORM:

/s/ _Marcos Gamez
MARCOS GAMEZ
Respondent
SIGNED WITH PERMISSION BY MARCOS GAMEZ. October 19, 2026*

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing

Decree of Divorce

was electronically filed on this 27th day of October, 2026 to the following:

Marcos Gamez
Respondent
marcos.gamez1@dfamilk.com

/s/ Morgan James