11/2/23

STATE OF UTAH THIRD DISTRICT COURT SALT LAKE CITY

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

In the matter of the Marriage of: ANA MILED PORTILLO RUIZ, Petitioner, and SADHUM FERLHUI PORTILLO, Respondent.	**ORDER OF DECREE OF DIVORCE** Case Number: 254901213 Judge: Todd M. Shaughnessy Commissioner: Russell Minas

The parties agree to a Decree of Divorce as set forth in the Memorandum of Understanding filed contemporaneously herewith, and to resolve all outstanding issues in this case. The Court, having reviewed the Stipulation, and having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby **ORDER, ADJUDGE, AND DECREE AS FOLLOWS:**

JURISDICTION

1. Petitioner was an actual and bona fide resident of Salt Lake County, State of Utah for more than three (3) months prior to filing this action.

2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. §78A-5-102 and UTAH CODE ANN. §81-4-402 and §81-4-405.

3. This court has jurisdiction over the minor child pursuant to UTAH CODE ANN. §78B-13-201, et seq.

4. Utah is the "Home State" of the minor child pursuant to UCA 78B-13-102, et al., because the child lived with Petitioner in the state of Utah for at least six consecutive months immediately before the commencement of this proceeding

5. Pursuant to UTAH CODE ANN. §78B-13-205, Petitioner is unaware of any other proceedings regarding custody of the child.

GROUNDS

6. Petitioner and Respondent were married on November 24, 2020 in West Jordan, Salt Lake County, State of Utah.

7. During the course of the marriage, the parties have encountered difficulties that have made the continuation of the marriage impossible.

8. That as a result of the aforesaid difficulties, the parties separated on or about February 29, 2024.

CHILD CUSTODY AND PARENT-TIME

9. One child was born as issue of this relationship and marriage, to wit: Z.P.R, born June 26, 2022.

10. Parties are fit and proper parents to be awarded the joint legal care, custody and control of the minor child.

11. Petitioner is a fit and proper parent to be awarded the primary physical care, custody and control of the minor child, with Petitioner's residence being the primary residence. Respondent may exercise his parent-time as agreed upon by the parties. If said parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in UTAH CODE ANN. §81-9-302 with Respondent exercising parent-time every Tuesday from 6:30 a.m. to 7:00 p.m. and every Friday from 6:30 a.m. to Saturday at 7:00 p.m.

12. Child exchanges shall occur at the home of the parent receiving the minor child, unless the parties mutually agree otherwise in writing.

13. The parties shall communicate by text message regarding parent-time and child-related matters. Communications shall remain civil, respectful, and limited to matters concerning the minor child and the implementation of the parties' parenting arrangements.

14. Neither party shall place the minor child in the care of a great-grandparent. This restriction applies equally to both parties.

15. The parties shall take note that UTAH CODE ANN §81-9-202 contains additional advisory guidelines which are to govern all parent-time arrangements between the parties, unless otherwise agreed upon by the parties.

16. In the event either party moves outside the state of Utah or more than 150 miles away, the parties shall be bound by the requirements outlined in UTAH CODE ANN §81-9-209.

17. Pursuant to UTAH CODE ANN §81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

18. Pursuant to UTAH CODE ANN §81-9-203 a parenting plan is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

SUPPORT PAYMENTS

19. It is reasonable and proper that Respondent be ordered to pay Petitioner child support of no less than the statutory amount per month as provided in UTAH CODE ANN §81-6-104 and 81-6-302.

20. The parties shall be required to immediately exchange income and wage verification.

21. Presently, Petitioner is employed and earning a gross monthly income of $4,225.00.

22. Presently, Respondent is under employed and shall be imputed a gross monthly income of $1,257.00 or minimum wage.

23. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, Respondent shall pay to Petitioner the monthly sum of $75.00, effective on the date of the entry of the Decree of Divorce, as and for child support, and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated, at which time child support shall be re-computed given the remaining number of minor child. Child Support Worksheet attached hereto and incorporated herein as **Exhibit "B".**

24. In lieu of Petitioner collecting child-support arrears of $11,500.00, Respondent will choose one of the following options:

a. Option 1 — Open a Saving's account for the child under his name: Respondent may elect to deposit funds into a savings account intended for the child, with the goal of accumulating the $11,500 by the time the child reaches eighteen years of age. Under this proposal, Respondent may make deposits over time during the remaining fourteen years until the stated amount has been accumulated and the funds can be available for the child and/or her best interest.

b. Option 2 — Payment of Arrears at any point before she turns 18: Respondent may pay the full $11,500 in arrears before the child reaches eighteen years of age. If the full $11,500 has not been paid by the minor child's 18th birthday,

the parties may then seek an appropriate modification of child support based on the circumstances and applicable law.

25. Decisions concerning the minor child's participation in extracurricular activities shall be made jointly by the parties.

26. The costs of extracurricular activities agreed upon by both parties in writing shall be divided equally. Neither party shall be obligated to contribute to an extracurricular expense that was not mutually agreed upon in writing, unless otherwise ordered by the Court.

27. The parties shall equally share all reasonable child-care expenses incurred for work-related purposes.

28. A parent requesting reimbursement shall provide the other parent with a copy of the receipt or other reasonable documentation of the expense. Reimbursement shall be made within thirty (30) days after receipt of the documentation.

29. 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 ten (10) calendar days of the date of the change.

30. Whether or not delinquency has occurred, the Decree of Divorce shall include an order that Petitioner may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. UTAH CODE ANN §62A-11-414 and UTAH CODE ANN §62A-11-504(3)(a).

ALIMONY

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

REAL PROPERTY

32. During the course of the marriage the parties have not acquired any interest in real property.

PERSONAL PROPERTY

33. During the course of the marriage, the parties acquired various items of personal property which has be divided between the parties.

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

DEBTS AND OBLIGATIONS

35. The parties acquired debts and obligations to third parties during the course of the marriage.

36. The person who incurred the debt shall be solely responsible for that debt.

37. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt.

38. The parties shall each be restrained from incurring any debt in the name of the other party.

NOTICE TO CREDITORS

39. Pursuant to UTAH CODE ANN §§15-4-6.5, 81-3-105, 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 to each creditor he/she is not required to pay as soon as possible;

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.

HEALTH INSURANCE

40. The parties shall each be ordered to obtain health and dental insurance for the minor child through their place(s) of employment if available at a reasonable cost.

41. The parties shall equally divide the out-of-pocket costs of the premium paid for the child's portion of the insurance. This is to be calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of child.

42. The parties shall equally divide all non-covered amounts for such essential medical or dental services or related prescriptions that are not paid by the insurance provider.

43. Any items sent with the minor child during parent-time shall be returned with the child.

44. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall make their portion of those payments or make arrangement to do so within fifteen (15) days of receipt of the documentation supporting required participation.

45. Neither party shall contract for or incur any obligation for orthodontia work or elective surgery for a child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other party without the prior agreement or consent of that party in writing. The parties shall each participate in the selection of doctors and procedures for any and all orthodontia, surgery procedures, or psychological counseling, for which he/she is expected to contribute. If such debts are incurred without said consultation, and written consent, then the party who incurred the expenses shall have the prima facie obligation to pay any non-covered expenses.

46. If an agreement cannot be reached, then before any (other than emergency) medical, orthodontic or psychological counseling be done as a co-obligation, the matter shall be brought back before the Court, but not until the parties have addressed the disagreement pursuant to the dispute provisions contained in the Parenting Plan. If a party is found to have been unreasonable and frivolously created the need for the hearing, that party will be ordered to pay court costs and attorney's fees. For procedures not covered by the insurance but reasonably within the parties ability to pay and necessary to the welfare of the child, such as orthodontia or mental health evaluation, each party will normally be required to pay one-half (1/2) of the costs associated with such treatments or procedures.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

47. Each party shall be awarded their respective retirement free and clear of any claim by the other.

MINOR'S TAX DEPENDENCY STATUS

48. Petitioner shall be entitled to claim the minor child for income tax deduction purposes, both State and Federal, each and every year beginning for the tax year 2026, as provided in UTAH CODE ANN §81-6-210.

49. Only after paying the full child support arrears amount and returning to court to provide updated income information and have child support redetermined, or subject to the parties' agreement concerning the child-support arrears and any subsequent child-support modification, then Respondent can claim the child every other year.

BUSINESS INTERESTS

50. Zhara Group is owned 100% by Petitioner and shall be awarded as her sole business. Respondent makes no claim to an ownership interest in Zhara Group, and no division of that business interest shall be required between them.

ATTORNEY'S FEES AND COSTS

51. Parties shall be responsible for their own respective attorney fees and costs.

MISCELLANEOUS PROVISIONS

52. Neither party shall make negative, disparaging, or harmful remarks about the other parent in the presence or hearing of the minor child. Neither party shall discuss the parties' legal case or adult disputes with the child or involve the child in parental conflict.

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

JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE.

Ana Miled Portillo Ruiz., Petitioner

Sadhum Ferlhui Portillo, Respondent