The Order of the Court is stated below:
Dated: November 06, 2026 01:29:43 PM **/s/** ROBERT FAUST
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

IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:	**DECREE OF DIVORCE**
IDALI A. ARGUMEDO CONTRERAS, Petitioner, and JUAN B. MARTINEZ VARGAS, Respondent.	Civil No. 254906277 Judge Robert Faust Commissioner Kim M. Luhn

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on October 28, 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:

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

PROVISIONS RELATING TO JURISDICTION

1. The parties are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.

2. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-4-402

3. The parties were married on August 7, 2008.

4. The parties currently reside together.

PROVISIONS RELATING TO GROUNDS

5. Respondent alleges as grounds for divorce that during the course of the marriage irreconcilable differences have developed between the parties which have rendered the continuation of this marriage impossible.

PROVISIONS RELATING TO THE CHILDREN OF THE PARTIES

6. There are four (4) minor children born as issue of this marriage to wit: **[I.I.M.A. DOB 11/7/08; J.M.A. DOB 8/23/11; S.M.A. DO 2/10/20; and E.M.A. DOB 12/12/25].**

PROVISIONS RELATING TO THE UNIFORM CHILDREN CUSTODY JURISDICTION AND ENFORCEMENT ACT

7. Utah has jurisdiction to make children custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 et seq. in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Pursuant to Utah Code Annotated § 78B-13-209, said minor children currently reside in Salt Lake County, Utah.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

8. Joint Legal Custody: The parties shall be awarded joint legal custody of the minor children.

9. Decision-Making: The parties shall make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues.

a. The parties shall try to reach joint agreements on all major decisions affecting the minor children.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) consult with any subject matter experts; and (4) Choose the most sensible solution that considers the needs and interest of everyone involved. (5) If the parties reach an impasse, the parties shall attend low-cost or no-cost mediation to discuss the issue.

c. If the parties remain at an impasse following mediation, Petitioner shall have provisional final decision-making authority subject to Respondent's right to seek Court review and intervention of those decisions.

d. Following the joint decision making process set forth above, in the event of a disagreement, the party awarded provisional final decision-making authority for that decision shall communicate his or her decision on any impasse decision to the other party in writing. The party receiving such written notice shall have fourteen (14) days following receipt of the written decision to object to the decision by filing a motion with the court to review or stay the decision. If an objecting party files such motion, the decision shall be stayed pending further agreement of the parties or order of the court.

e. During the time that the parties are litigating any objection, the parties may attend further mediation to resolve the issue.

10. Physical Custody and Parent-Time: The parties shall be awarded joint physical custody of the minor children, with Petitioner being designated as the primary custodial parent for child support purposes. Parent-time shall be as the parties agree. If they do not agree, Respondent's parent-time shall be pursuant to Utah Code Ann. 81-9-303.

11. Pickup and Delivery for Parent Time: Both pick-up and drop off shall take place at school or daycare when possible to do so. If school is not in session or the children aren't attending daycare, the party exercising the parent-time shall pick up the minor children.

12. Summer/Extended Parent Time: The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. § 81-9-305 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

13. Holidays: The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. § 81-9-305 if they cannot agree, with Petitioner being designated as the custodial parent.

Holiday	Holiday Time Period	Years Noncustodial Parent Is Granted Holiday	Years Custodial Parent Is Granted 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	Even years	Odd years

	resumes.		
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 Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or (b) 9 a.m. on Juneteenth National	Even years	Odd years

	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.		
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. (2) 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	Odd years	Even years

	fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.		
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 regularly dismissed that day, at the election of the parent granted the holiday. (2) Holiday ends	Odd years	Even years

	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

PARENTING PLAN

14. **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.

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

16. Each parent shall give special consideration to make the minor children available 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.

17. A parent may not interrupt regular school hours for a school-age minor children for the exercise of parent-time.

18. 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.

19. 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.

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

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

22. 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.

23. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the minor children, in the form of phone calls or video calls.

24. **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 an overnight period of time during that parent’s scheduled parenting time, that parent shall first offer the other parent the opportunity to care for the children 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 children and shall not be used to unreasonably interfere with either parent's employment, regular childcare providers, school attendance, or normal extracurricular activities.

25. **Travel:** For emergency purposes, whenever the minor children travel 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 children 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 children's location.

26. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

27. 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.

PROVISIONS RELATING TO CHILD SUPPORT

28. Petitioner is unemployed but is capable of working full-time. Her gross monthly income shall be imputed at $1,257.

29. Respondent is employed and his gross monthly income is $5,547 for purposes of calculating child support.

30. Child support shall be calculated pursuant to the Utah Child Support Guidelines. Respondent shall be ordered to pay monthly child support in the amount of $1,125 under a joint custody worksheet for four (4) minor children.

31. The oldest minor child turns eighteen (18) years of age in November 2026. Beginning December 2026, Respondent's monthly child support obligation shall be $1,010 under a joint custody worksheet for three (3) minor children.

32. Monthly Child support shall be payable ½ by the 5th day of each month and ½ by the 20th day of each month.

33. Unless the Court orders otherwise, support for a children shall terminate at the time: (1) the children becomes eighteen (18) years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the children dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801-805.

34. Child support payments may be managed by the Office of Recovery Services (ORS).

PROVISIONS RELATING TO HEALTH INSURANCE

35. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by both parties, if it's available at a reasonable cost.

36. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be considered the primary coverage for the children, and the health, hospital, or dental insurance plan of Petitioner shall be considered the secondary coverage for the children.

37. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

38. Each parent shall 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.

39. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

40. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent

within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

41. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

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

43. 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.

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

45. 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.

46. 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.

PROVISIONS RELATING TO ALIMONY

47. Neither party has a need for alimony. Therefore, none shall be ordered.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

48. During the course of the marriage, the parties have acquired certain financial accounts. Each party shall retain any account only in their name free and clear of any claim by the other party. Any joint account shall be divided equitably between the parties.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

49. Any retirement accounts between the parties shall be divided equitably according to Utah law.

PROVISIONS RELATING TO REAL PROPERTY

50. A Mobile Home located at 803 Superior Peak Drive, Taylorsville, UT 84123, was gifted to Respondent by his parents during the marriage. It is in their name and they have paid for it during the marriage. Therefore, it is not marital property to be divided.

PROVISIONS RELATING TO PERSONAL PROPERTY

51. The parties have acquired certain items of personal property during the course of the marriage which has already been divided.

PROVISIONS RELATING TO BUSINESS INTERESTS

52. Neither party has acquired any interest in a business during the course of the marriage.

PROVISIONS RELATING TO DEBT

53. Each party shall be responsible for any debt in their name only. If there's a debt that's in both parties' names, that debt shall be divided equally.

54. Shall either party fail to pay the debts or notify the respective creditors or obligees as ordered herein, this Court may hold such party in contempt and reopen the property division hereunder in order to compensate the party not in default for such failure to pay or notify, or fashion any other remedy which the Court deems fair and equitable,

including awarding costs and attorney's fees incurred by such party as a result of the defaulting party's failure to comply.

55. Each party shall be responsible for any post separation debt.

PROVISIONS RELATING TO TAX CREDIT

56. Petitioner shall claim the two (2) oldest children as dependents on her taxes and be awarded any tax credits related to those two (2) children.

57. Respondent shall claim the two (2) youngest children as dependents on his taxes and be awarded any tax credits related to those two (2) children.

58. Once there are only three (3) children to claim, the parties shall alternate claiming the two (2) oldest children.

59. Once there are only two (2) children to claim, each party shall claim one (1) child.

60. Once there is only one (1) child to claim, the parties shall alternate claiming the child.

MUTUAL RESTRAINING ORDERS

61. The parties shall be restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited phone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence or employment.

62. The parties shall be prohibited from disparaging or talking negatively about the other parent or from discussing this legal case with, or within earshot, of the parties'

minor children and are to instruct third parties to also be so restrained. The children shall not be used as a messenger.

MISCELLANEOUS PROVISIONS

63. Each party shall 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

Approved as to Form:

/s/ Orlando Luna
Orlando Luna
Attorney for Petitioner
(Signed with permission granted
via email on November 5, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of November, 2026, the office of Daniel L. Heaps electronically filed the foregoing **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