**The Order of the Court is stated below:**
**Dated:** November 10, 2026 03:47:25 PM **/s/** THADDEUS MAY
District Court Judge

**Brock A Wamsley, #19734**
**Brent K. Wamsley, #6051**
**Braden D. Wamsley, #16181**
**James C. Bagley, #20126**
1**Wamsley & Associates, L.C.**
**Attorney for Brisa Zavala**
**4360 South Redwood Road, Suite 1**
**Salt Lake City, Utah 84123**
**Telephone: 801-969-5900**
**brock@wamsleylaw.com**

**IN THE THIRD JUDICIAL DISTRICT COURT**

**SALT LAKE COUNTY, STATE OF UTAH**

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|---|---|
| **In the matter of the marriage of:**<br><br>**BRISA SANCHEZ ZAVALA**<br><br>**and**<br><br>**EDUARDO DE LA CRUZ CRUZ** | **DECREE OF DIVORCE**<br><br>**Case No: 264904232**<br><br>**Judge: THADDEUS MAY**<br>**Commissioner: JOANNA SAGERS** |

The above-captioned matter having come before the above-referenced Court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised states:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

Provisions Relating to Termination of Marriage

**1.** Brisa and Eduardo were married in Chicontepec De Tejeda, Veracruz Mexico, on December 20, 2019.

**2.** The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Provisions Relating to Minor Children

**3.** The parties have one minor child: J.E.C.Z. (06/14/2021).

Provisions Relating to Legal Custody

**4.** The parties are awarded joint legal custody of the minor child.

Provisions Relating to Physical Custody

**5.** The parties are awarded joint physical custody of the minor child.

## Parenting Plan

Decision Making

**6.** Each party may make day to day decisions while the child is in their care or custody.

**7.** Each party may make emergency decisions while the child is in their care or custody but must notify the other parent of the emergency as promptly as possible under the circumstances.

**8.** The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor child and make good faith efforts to come to an agreement.

Dispute Resolution

**9.** Regarding day to day decisions:

a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time will have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

**10.** Major Decisions

**a.** With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties will confer and work together in good faith to reach joint decisions regarding these matters. Shall a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties will adhere to the following dispute resolution procedure:

**b.** Notice: The parties will notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

**c.** Information: The parties will exchange all relevant information and/or documentation pertaining to the matter in dispute.

**d.** Discussion: The parties will then discuss the matter in good faith and take into account one another’s full point of view regarding the matter.

a. If the required notice is given within 48 hours and the notified party acknowledges receipt of all the relevant information, the parties agree that seven (7) days without responding on the decision will be considered agreement by the notified party with the parent who gave the notice of the decision.

**e.** Consultation: If a decision cannot be reached after consulting in good faith, the parties will consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

**f.** If the parties still cannot agree, Brisa will have final say.

i. Mediation: If Eduardo wishes, the parties will promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50 to resolve an ongoing issue.

ii. Court Review: If Eduardo still does not agree with the decision of Brisa he may request a court review the decision.

**g.** No Undue Delay: Neither party will cause any undue delay in utilizing this decision-making process and will pursue the speedy resolution of all disputes.

**h.** Bad Faith. Neither party will take major decisions to court in bad faith. If bad faith is determined by the court, attorneys fees and other sanctions is awarded by the court as is deemed appropriate by the assigned judge.

Education Plan

**11.** The child will continue to attend their current school and the feeder schools anticipated by the parties. The current next school is Nibley Park. If the parties want to

change the minor children's school, they must agree to the change in writing accept as described in subsection a herein.

**a.** The parties agree that a change can and will be made if attending the current feeder schools (or other agreed upon schools agreed to in writing) are shown to negatively impact the health (mental or physical) of the minor child in which case the parties would follow the decision making process included in this Divorce.

**12.** Both parties may have authority to check the children out of school but will not do so without good reason nor will they do so in order to exercise parent-time.

Religious Upbringing

**13.** The parties agree to continue raise the minor child in the Catholic faith as well as the Naua traditions.

Holidays

**14.** Holiday parent-time is shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they will divided pursuant to the provisions of the following table (with Brisa designated as the custodial parent only for holiday purposes):

| **15.** 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:<br>(a) 9 a.m. if school is not in session and the parent can be with the child; | Odd years | Even Years |

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| | (b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day. | | |
| President's Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(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 that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Odd Years | Even Years |
| Memorial Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Memorial Day. | Even Years | Odd Years |
| Mother’s Day | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m. | 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 on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m. | 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. |

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| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | Even Years | Odd Years |
| Independence Day | (1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m. | Odd Years | Even Years |
| Pioneer Day | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m. | Even Years | Odd Years |
| Labor Day | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(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.<br>(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 is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes | Odd Years | Even Years |
| Halloween | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school. | Even Years | Odd Years |

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| | (2) Holiday ends at 9 p.m. on the same day the holiday begins. | | |
| Veterans Day | (1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day. | Odd Years | Even Years |
| Thanksgiving | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(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:<br>(a) 6 p.m. on the day on that school dismisses for winter break; or<br>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 7 p.m. | Odd Years | Even Years |
| Winter Break (Second Half) | (1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Even Years | Odd Years |
| Day of Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. | Even Years | Odd Years |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. | Odd Years | Even Years |

Uninterrupted/Extended Time

**16.** The parties will do summer time as they can agree, if they cannot agree the parties will each have two weeks of uninterrupted time in the summer. Each party will notify the other party of when they intend to take their uninterrupted time by April 1st of each year Brisa having first choice in even years and Eduardo having first choice in odd years. Final summer plans need to be communicated no later than May 1st of each year.

**17.** There is no additional extended or interrupted time except by written agreement of the parties when the parties are not following the relocation statute.

Notice for Travel

**18.** For emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent with one month's notice:

a. An itinerary of travel dates;

b. Destinations;

c. Places where the children or traveling parent can be reached; and

d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

Relocation

**19.** If a party intends to move 150 miles or more from the residence of the other parent, they are required to provide 60 days advance written notice of their intent to relocate.

**20.** If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders of the court, then they are required to follow the provisions of Utah Code Section §81-9-209 regarding the relocation.

**21.** In the event that either party relocates more than 150 miles away and the relocation statute governs, the parties agree to give thirty (30) days written notice if they have to cancel parent time in order to cancel travel plans and be efficient with each parties resources.

**22.** The parties further agree that while the minor child remains too young to travel alone internationally, Brisa is permitted to travel with the minor child and that Eduardo will pay the full ticket price of the minor child as Brisa will be paying for her own ticket to travel with the minor child. If Eduardo picks up the minor child for travel, Brisa will only be responsible to pay the full ticket price for the minor child. This provision only applies if Eduardo relocates outside Utah.

**b.** Reimbursement for tickets for travel will be made within two (2) weeks of the purchase of the tickets.

**23.** In the event of relocation, the parties agree to adhere to the following notice deadlines:

**c.** All summer plans will be disclosed by April 1st of each year.

**d.** All final summer plans will be confirmed by May 1st of each year.

**e.** All other holiday plans including but not limited to spring break, fall break, winter break will have two (2) months' notice (8 week's notice).

**f.** If relocation happens the parties agree to do 1 month each of summer parent time which must be agreed to in writing pursuant to the due dates above.

Mutual Restraints

**24.** Each party will mutually restrained from:

a. Saying anything demeaning or derogatory about the other party in the presence of the minor child and will remove the child from third parties engaged in such conduct;

b. Discussing adult issues, including this action with the child and will remove the child from third parties engaged in such conduct;

c. Using the child as messenger or courier between them;

d. Questioning the child about their parent-time or relationship with the other parent, interrogating the child about their visitation with the other parent, discussing this case with the child, or bribing or coaching the child to make statements regarding custody or visitation;

i. This section does not prohibit either parent from asking general questions about parent time or to inquire about safety concerns. This sections intent is to prevent privacy concerns, and the child being questioned about parent time to upset either parent.

e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.

f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor child. Neither party will permit third parties to engage in such conduct.

**25.** Parties will not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

Virtual Parent-Time/Telephone Contact

**26.** As long as equipment and service are available, both parents are entitled to virtual parent-time, telephone calls, and texting with the minor children during the other parent's time, as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the child at the time.

****End of parenting plan****

Provisions Relating to Parent-Time

**27.** The parties will share parent time as they can agree. However, if the parties cannot agree they will share parent time on a 60/40 basis pursuant to Utah code §81-9-303.

**28.** If either party relocates they will follow the relocation provisions in this agreement.

Provisions Relating to Special Occasions

**29.** The parties agree to give special consideration to reunions, weddings, and other important family functions whether it is their scheduled parent time or not.

Provisions Relating to Child Support

**30.** Brisa's gross monthly income is approximately $4,702 per month.

**31.** Eduardo's gross monthly income is approximately $4,583 per month.

**32.** In accordance with the income of Brisa and Eduardo, Eduardo is ordered to pay child support to Brisa consistent with the state guidelines, in the amount of $310.00 per

month (220 nights for Brisa and 145 for Eduardo). The child support payments will begin in August 2026.

**i.** If Eduardo takes a job in Mexico and leaves the United States he will be defaulted to minimum wage for child support purposes. Therefore, child support would be $60.00 with Eduardo being the parent obligated to paying it.

Provisions Relating to Extracurricular Activities and School Fees

**33.** The parties are ordered to equally share the cost of extracurricular activities that the child is involved in or will be involved in. Additionally, they are required to equally share the costs of any future extracurricular activities that the parties mutually agree upon in writing.

**34.** The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

**35.** Pursuant to Utah Code §81-6-208, the parties are ordered to provide the minor children with medical and dental insurance coverage if available at a reasonable cost.

a. The parties will each be required to pay ½ of the medical and dental insurance premiums for the minor children on a per capita basis per statute.

b. If, at any point in time, a dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance will be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of the other parent will be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by the

parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent children.

c. Both parents will provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or will have known of the change.

d. Each parent will pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor children, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

e. The parent who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment and the parent receiving the written verification will pay their share of the medical expense within 30 days of receiving written verification.

g. In addition to any other sanctions provided by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with above.

Provisions Relating to Childcare

**36.** The parties will share reasonable and necessary childcare costs.

Provisions Relating to Taxes

**37.** Brisa will claim the minor child on her taxes each and every year.

Provisions Relating to Alimony

**38.** Neither party is in need of alimony and therefore will waive any claim to alimony now or forever in the future.

Provisions Relating to Real Property

**39.** The parties do not have any real property.

**40.** The parties agree to pay the rent for their joint apartment lease until July 31st, 2026.

Provisions Relating to Personal Property

**41.** Each party is awarded their own separate personal property that they acquired before their marriage.

**42.** All other personal property acquired during the marriage will be divided as the parties can agree. If they cannot agree they will be sold and the proceeds divided. If the parties disagree with sale of the personal property division and do not want to sell it, they must attend mediation prior to filing a legal action.

Provisions Relating to Financial/Bank Accounts

**43.** The parties agree to divide the Chase (1503) with each party being awarded 50% of the total.

**44.** The parties agree to divide the Chase (6820) with each party being awarded 50% of the total. This account will be closed after dividing the money.

**45.** The parties agree to keep the accounts in their own names free and clear of any claim by the other party.

**46.** If any other marital accounts are discovered the parties will split these accounts 50/50.

Provisions Relating to Investment Accounts and Retirement Accounts

**47.** The parties agree to each keep their own retirement and investment accounts free and clear of any claim by the other party.

Provisions Relating to Debts

**48.** The parties do not know of any marital debt. If any marital debt is discovered it will be the sole responsibility of the party who incurred the debt.

**49.** The parties agree to keep the debt in their own names and hold the other party harmless therefrom.

Provisions Relating to Attorney's Fees and Costs

**50.** The parties will each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

**51.** Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

**EDUARDO DE LA CRUZ CRUZ:** In accordance with the Utah Rules of Civil Procedure Rule 7(j) you may approve of this proposed order by signing below and returning this document to me OR you may object to the form of the proposed order by filing an objection within 7 days after the order is served upon you. If you do not object within the 7-day deadline Rule 7(j) allows me to submit the proposed order to the Court for signature without your approval.

**Approved as to Form:**

**/s/Eduardo De La Cruz Cruz**
Eduardo De La Cruz Cruz
Respondent
*Esigned by Brock Wamsley original signature of Eduardo De La Cruz Cruz on file at Wamsley & Associates LC*