

The Order of the Court is stated below:

Dated: May 11, 2026  
12:22:33 PM

/s/ CATHERINE CONKLIN  
District Court Judge



Jonathan D. Porter (15226)  
Julie Casey (18873)  
**PORTER LAW FIRM**  
707 24th Street, Ste 1-F  
Ogden, UT 84401  
Telephone: 801-336-1520  
julie@porterlaw-firm.com

***Attorney for Petitioner***

<b>IN THE SECOND JUDICIAL DISTRICT COURT  COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT</b>	
<b>In the matter of the marriage of: MACILYNN CASTILLO,                      Petitioner,  and BEN CASTILLO,                      Respondent.</b>	<b>DECREE OF DIVORCE   Case No.: 254901084 Judge: Catherine Conklin Commissioner: Brandon Richards</b>

Petitioner ["Macilynn Castillo"] having filed a Petition for Divorce against the Respondent ["Ben Castillo"]; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law;

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED**

**AND DECREED AS FOLLOWS**

Decree of Divorce

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1. DIVORCE: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
1. CUSTODY AND PARENT-TIME:
  - a. Physical Custody: That the parties shall be awarded joint physical custody of the minor children of the parties.
  - b. Parent-time. That the parties shall be awarded 50/50 parent time with on a week on week off basis with exchanges occurring every Sunday in Downey, Idaho at the Downey Gas Station. The parties will rotate with the Respondents week beginning May 3, 2026, and Petitioners week beginning May 10, 2026.
    - i. Holiday parent time: Petitioner will have the children every year on Mother's Day and Petitioner's birthday. Respondent will have the children every year on Father's Day and on Respondent's birthday. Petitioner will have the children for all other holidays in even years, and Respondent will have the children for all other holidays in odd years.
  - c. Legal Custody: The parties shall be awarded joint legal custody of the minor children of the parties. The parties shall work together to make major decisions regarding the children. Neither party shall have final decision-making authority. If the parties can not come to an agreement they shall mediate the issues before presenting it to the court.

- d. Communication: The parties agree that the minor child will have access to their watch and/or any other communication device at all times to allow for frequent contact with either parent at any time via phone calls, FaceTime, and the child's smartwatch. Each parent shall make sure the communication devices are charged at all times to allow the child to access and contact the other parent at the child's discretion

2. CHILD SUPPORT

- a. The Petitioner's income shall be imputed at \$2,600.00 for purposes of child support.
- b. Respondent's income shall be imputed at \$2,600.00 for purposes of child support.
- c. Using the child support calculator, Respondent shall pay Petitioner \$11.00 per month in child support.
- d. Respondent can choose to pay extra for the children's educational, medical, extracurricular expenses in place of the monthly payment.

3. CHILD CARE

- a. Pursuant to Utah Code §81-6-209 the parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.
- b. Pursuant to Utah Code §81-6-209 if an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon: 1)

presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

- c. The parent incurring the childcare expenses shall provide written verification of the cost and identify of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent shall notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.
- d. The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

4. RELOCATION: The parties shall follow the notice requirements under Utah Code Annotated Section 81-9-209.

5. HEALTH INSURANCE:

- a. The parties shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment.
- b. Apportionment of Medical Insurance Premium. Each party shall pay one-half (1/2) of the minor child's portion of the medical, dental, and vision insurance premium.

- i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.
- ii. The party with insurance shall provide verification of coverage to the other party and the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2<sup>nd</sup> of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.
- c. Out-of-Pocket Costs. Each party shall pay one-half (½) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expense associated with the minor child.
- d. Reimbursement. The party who incurs healthcare expenses shall provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party shall reimburse their one-half (½) within (30) days of receipt of verification.

- e. Compliance. The party 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 the party incurring the expense fails to comply with this section.
- f. Double Coverage. If at any point the minor child is covered by a health insurance plan by both parties or their significant others, then the insurance premiums offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.
- i. If a parent remarries and his or her dependent child is not covered by that 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 shall be treated as if it is the plan of the remarried parent.

6. INCOME TAX DEDUCTIONS:

- a. Petitioner shall claim the children on her taxes in even years, and Respondent shall claim the children on his taxes in odd years.

7. PERSONAL PROPERTY:

- a. Petitioner shall be awarded the personal property in her possession.
- b. Respondent shall be awarded the personal property currently in his possession.

- c. All other marital property shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the Court.
- d. The parties shall be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

8. DEBTS

- a. Petitioner will solely repay the loan from her mother. Petitioner shall also pay any and all debts solely in their name.
- b. Respondent shall solely repay any and all remaining debts solely in his name.
- c. The Respondent will assist in payment for the Frontier Credit Union and Ulta Credit Cards. Specifically, Respondent will pay \$100 a month towards the Frontier Credit Card up to \$2,000 and \$200 a month on the Ulta card up to \$5,500.

9. RETIREMENT BENEFITS:

- a. That the parties shall retain any of their own retirement accounts held in their own name.

10. ALIMONY:

- a. That no alimony shall be awarded to either party whether past, present, or future.

11. MAIDEN NAME:

- a. That Petitioner shall be restored to her maiden name of Rowen, if she so desires.

12. ATTORNEYS FEES:

- a. That each party shall be responsible for and pay their own attorney's and court costs.

13. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the order of the Decree of Divorce.
- b. Each party shall immediately notify their respective creditors of the terms of the Decree of Divorce; the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
- c. Unless otherwise agreed the foregoing shall be completed within sixty (60) days of the entry of the Decree of Divorce.

***\*\*\* The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court \*\*\****

**Approved as to form and content:**

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Rand G Lunceford

Rand G. Lunceford

Attorney for Respondent

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Decree of Divorce

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**RULE 7 NOTICE**

You will please take notice that pursuant to Utah Rules of Civil Procedure 7; the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED April 28, 2026

**Porter Law Firm,**

/s/Julie Casey

Julie Casey

Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Rand G. Lunceford (11710)	<input type="checkbox"/> U.S. Mail
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K. GREENWOOD, LLC 195 Historic 25th Street, Suite 304 Ogden, Utah 84401 (801) 475-8800 rand@krisgreenwood.com	<input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Hand delivery <input checked="" type="checkbox"/> E-Filed
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The foregoing was performed on April 28, 2026

/s/Janessa Jensen  
Paralegal