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IN THE SECOND JUDICIAL DISTRICT COURT,

IN AND FOR WEBER COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:

LUCIA CHAVEZ

and

DAVID HEREDIA

DECREE OF DIVORCE

Case: 254901131

Judge: Renstrom

Comm: Richards

Based upon the Findings of Fact and Conclusions of Law, the Court hereby grants the parties a divorce based upon irreconcilable differences as follows:

Jurisdiction and Venue

1. Lucia Chavez has been residing in Weber County, Utah for at least 90 days prior to the filing of the Petition for Divorce.
2. David Heredia has been residing in Weber County, Utah for at least 90 days prior to the filing of the Petition for Divorce.
3. The parties' children have been residing in Utah for at least six months prior to the filing of the Petition for Divorce.
4. There are no other legal proceedings between the parties.
5. This Court has both personal and subject matter jurisdiction over the parties and proper venue is in Weber County, Utah.

History

1. The parties were married on Apr. 12, 2008.
2. The parties separated on Dec. 30, 2024.
3. On Oct. 23, 2025, David Heredia Mora pled guilty to a Third Degree Felony Aggravated Assault in the Utah Second District Court in Ogden, Utah.
4. Lucia Chavez was the victim in forementioned case.
5. David Heredia Mora has since been deported from the United States to Mexico.
6. Irreconcilable differences have arisen between the parties; Lucia is now requesting a divorce.

Children

7. There are four minor children between the parties:
 - (a) David Darey Heredia dob May 25, 2009.
 - (b) Aaron Daniel Heredia dob Nov. 18, 2011.
 - (c) Obed Abraham Heredia dob Nov. 1, 2014.
 - (d) Levi Dario Heredia dob Oct. 11, 2019.

Custody and Child Support

8. Based upon the conviction of David Mora for third degree felony aggravated assault against Lucia Chavez, Lucia shall be awarded sole legal and physical custody of the parties' children.
9. David Heredia shall be awarded parent time as the parties can agree, but no less than that provided by current Utah Statutes including Utah Code § 81-9-209, 302, 303, and 304 as applicable.
10. David Heredia shall be awarded virtual and telephonic access to the children for reasonable periods of time and at reasonable hours as the children desire. David has the children's contact

information and can contact them independently without involving Lucia. Lucia shall not interfere with David's ability to communicate with the children.

Child Support

11. Child support shall be calculated based upon the parties' incomes as indicated in each party's financial declaration.

12. Lucia Chavez is now self-employed and earns an estimated \$3,000.00 per month.

13. David Heredia's financial declaration indicates he earns \$6,526.11.

14. David shall pay \$1,417.00 in monthly child support.

15. The parties shall ensure the child has medical insurance and use whoever has insurance through work and the most affordable option with the best coverage.

16. The parties shall share equally all out of pocket medical/dental/insurance premiums incurred or paid on behalf of the child.

17. All daycare-related expenses, if any, shall be split equally.

18. Parties shall provide a copy of reasonable expenses within 30 days of receipt, and the other party shall promptly reimburse the other parent within 7 days of notification.

19. Lucia only shall claim the parties' child for income tax purposes.

Alimony & Retirement Division1

20. Neither party shall be awarded alimony or a division of the other's retirement if any.

Real & Personal Property Distribution

21. There is no marital real or personal property to be divided between the parties.

22. Each party shall keep what he or she already has.

Debt & Financial Obligation Allocation

23. There are no marital debts to be divided.

24. **NOTICE TO JOINT CREDITORS:** Each party shall provide a certified copy of the final *Decree of Divorce* to all creditors for any outstanding obligation pursuant to *Utah Code Ann. §§ 30-3-5(1)(c)* and *15-4-6.5* and to do any follow-up necessary to effectuate compliance with these statutes. With respect to either party who is not ordered to make payments on the joint obligations under *Utah Code Ann. §§ 30-3-5* and *30-4-5*, no negative credit report under *Utah Code Ann. § 70C-7-107* and no report of the debtor's repayment practices or credit history under *Chapter 14, Title 7, Credit Information Exchange*, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under *Utah Code Ann. § 15-4-6.5(2)*, unless the creditor has made a demand for payment on the joint obligor not ordered to pay the debt, said demand being made by reason of responsible obligor's failure to make payments. The party not obligated to pay a joint obligation shall:

- (a) Send a copy of the *Decree of Divorce* to each joint creditor he or she is not required to pay as soon as possible;
- (b) Notify that joint creditor of the current separate address of each party; and
- (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.

Costs & Attorney Fees

25. Each parties are responsible for his and her own attorney fees.

Default

26. In the event either party to the final *Decree of Divorce* defaults in his or her obligations hereunder, the party in default shall be liable to the other party for all reasonable expenses, in-

cluding attorney fees, incurred in the enforcement of the obligations created by the final *Decree of Divorce*.

Miscellaneous

27. David shall not contact Lucia for any reason, except through written communication solely related to the children and the tone shall be civil in nature.

Execution of Documents

28. Each party shall execute and deliver to the other party any documents necessary to implement the provisions of the *Decree of Divorce* entered by the court.

[SEE TOP OF FIRST PAGE FOR COURT ELECTRONIC SEAL AND SIGNATURE]