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**DISTRICT COURT OF THE STATE OF UTAH
FOURTH JUDICIAL DISTRICT
UTAH COUNTY**

<p>CINDY KAYE BARRIENTOS-PETERSEN, Petitioner, vs. ELMER M. BARRIENTOS Respondent.</p>	<p>DECREE OF DIVORCE Case Number: 154400627 Judge: Taylor Commissioner: Patton</p>
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The above-entitled matter has been presented to the Court. Petitioner is represented by John Larsen. Respondent is represented pro se, upon the Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce and Judgment. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby

ORDERED, ADJUGED, AND DECREED AS FOLLOWS:

1. Residency. Petitioner is a bona fide resident of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics. Petitioner and Respondent were married on the 10th day of March, 2009 and are still currently married. The parties separated on or about April 1, 2012.
3. Children. The parties are the parents of two (2) minor children: E.K.B., age seven (7), born November 21, 2007; and O.R.B., age three (3), born December 26, 2011.

4. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-12 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.
5. Child Custody. Petitioner shall be awarded sole physical and legal custody of the minor children being considered the primary care giver for all intents and purposes.
6. Parent Time. The parties agree to share parent time with the minor children as the parties agree. If the parties cannot agree then Respondent's visitation rights with the minor children will follow the statutory minimum guidelines as outlined in Utah Code Annotated 30-3-35, respectively, as related to weekly visits, holiday parent time and summer parent time so long as the parties live within 150 miles from each other.
7. If the parties were to relocate further than 150 miles from each other, Respondent's parent time would be subject to the provisions found within Utah Code Annotated 30-3-37, respectively.
8. Respondent's parent time with the minor children will be in a supervised setting at the election of Petitioner (Petitioner will choose the supervisor) until Respondent can produce a clean nine panel hair follicle drug test and at the time the children have become reacquainted with him through frequent and consistent visits.
9. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §30-3-33 as their parenting plan, in addition to the following provisions, subject to the provision found within paragraph 8 above:
 - a. First Right of Refusal. Parental care shall be presumed to be better than surrogate

care. Each party shall be responsible to give the other party the first right of refusal to provide care for the children if they will be away from the children for four (4) hours or more during his or her parent time. The party exercising the first right of refusal shall be responsible for all transportation.

- b. Transportation. The parties agree that the receiving party will provide transportation for the minor children (Respondent will pick up the children to start his visitation; Petitioner will pick up the children to end visitation). Both parties agree that the fifteen (15) minute rule shall apply (if either party is more than 15 minutes late, the other party is free to carry on with their business and the late party is obligated to pick up the children wherever the other party may be).
- c. Travel. Each party shall be responsible to provide the other with an itinerary and contact information before taking the children away from home overnight.
- d. Extended Parent Time. The parties agree to send a written notice to each other regarding what weeks they want to exercise their summer extended parent time by no later than 60 days in advance of the date they want to exercise parent time.
- e. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any time.
- f. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including elective medical care, religion and education. If the parties cannot reach an agreement, the custodial parent will have

the final say, or, if both parties agree they may return to mediation for help in making a final decision.

- g. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
- h. Alcohol/Drug Use. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from becoming impaired by consuming alcohol when the minor children are in their care and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.
- i. Alcohol and Drug Tests: Either party may request an alcohol/drug test (UA or Hair Follicle) if at any time there is substantial reason to believe the other party is intoxicated/impaired. The test must be completed within twenty four (24) hours or it is presumed that the party was intoxicated/impaired. If Respondent has a test that is positive his parent time will be suspended indefinitely until the parties attend mediation and/or court for a determination on future parent time. If the test is negative the requesting parent is responsible for the cost and the non-requesting parent will be given immediate make-up parent time.

10. Mutual Restraining Order.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.
- c. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children.
- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time.
- e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the children from such

circumstances.

- f. Both parties are restrained from speaking to one another for purposes other than issues related to the children. Both parties agree to only communicate electronically (text or email) with each other about issues related to the children.
 - g. Both parties agree to keep the other party informed regarding their current physical address, phone number and email address.
11. Child Support. Petitioner is currently unemployed but should be imputed no less than minimum wage or \$1,257.00 gross income per month. Respondent is employed and grosses \$3,000 per month. Respondent shall pay child support to Petitioner in the amount of \$749.00 per month.
12. Respondent has not paid child support since the time the parties separated. Respondent is in arrears for each month since separation (26 months) multiplied by \$749.00, which equals \$19,474. Judgment shall enter against Respondent in the amount of \$19,474.00 for unpaid child support.
13. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by check until an account is opened with Office of Recovery Services. Once an account is opened with Office of Recovery Services they shall collect the child support obligation.
14. Medical Expenses. In accordance with U.C.A. §78B-12-212, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if it's available at reasonable cost.

- a. 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.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments that are incurred for the dependent children and actually paid by the parents.
- c. The parent(s) who has obtained insurance shall 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, 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 should have known of the change.
- d. The 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 will 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 should be responsible for the payment of one-half

of all reasonable and necessary medical and dental expenses for the minor children as indicated.

15. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor children in accordance with U.C.A. §78B-12-214.

- a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense less any amounts previously paid.
- b. The parent who incurs child care expenses should provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent should notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care 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 these provisions.
- c. Child care providers should be state licensed or family members. Both parties should approve all child care providers.

16. Taxes. The parties will file separate individual tax returns for the current year and will continue to do so indefinitely. Each party is responsible for any tax liability associated with their own individual tax returns and is awarded any benefit derived therefrom.

Petitioner will claim the minor children on her personal taxes each year and will keep any benefit derived from doing so.

17. Alimony. Petitioner is currently unemployed; Respondent is currently working full time making at least \$3,000.00 per month gross income. Respondent shall pay Petitioner \$500.00 each month in alimony. Respondent's alimony obligation shall begin February 1, 2015.
18. Marital Real Property. The parties not acquire real property during their marriage.
19. Personal Property. Each party shall be awarded their personal effects and all premarital items of property obtained before marriage as well as all items of property obtained after the parties separated.
20. Marital Property. The parties have previously divided their marital property and the party that is current possession of any item of marital property shall be awarded the property free and clear of the other party.
21. Debts. Each party shall be solely responsible for any debts in his or her own name incurred during marriage and/or after the parties separated and shall hold the other party harmless therein.
22. Retirement. Each party is awarded his or her own retirement and pension accounts acquired during or after marriage.
23. Divorce Classes. Each party shall complete the Divorce Education and Divorce Orientation classes within thirty (30) days of the date of this agreement, and shall provide the other party with a certificate of completion.

24. Change of Name. Petitioner hereby reserves the right to be known by her maiden name of “Petersen” if she so chooses upon the termination of the parties marriage by decree of divorce. Respondent does not object to her doing so.
25. Dispute Resolution. If a dispute arises between the parties, they may return to mediation prior to filing an action in court.
26. Attorney’s Fees and Costs. Each party will pay his or her own attorney’s fees.
27. Jurisdiction. The parties acknowledge jurisdiction of this court and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.
28. Representation of Counsel. Respondent hereby states that he has a full understanding that Mr. Larsen does not represent him and has not given him any legal advice.
- Respondent understands that he has a legal right to seek and obtain legal counsel from another attorney and has done so, or, has voluntarily, under his own free will and choice, decided not to do so. Respondent waives his right to claim excusable neglect, mistake and/or fraud in the future if he were to decide to try and set aside this document and/or a subsequent Divorce Decree. Furthermore, Respondent hereby waives any conflict of interest that he may claim against Mr. Larsen and/or his office.

*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE TOP OF THE FIRST PAGE.

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: Elmer M. Barrientos
232 W. Alturas Circle

Orem, Utah 84058

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing DECREE OF DIVORCE to the Fourth District Court in and for Utah County for signature, upon the expiration of seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED this 3rd day of April, 2015.

/s/ John S. Larsen
JOHN S. LARSEN
Attorney for Petitioner

MAILING CERTIFICATE

I do hereby swear that the foregoing document was delivered to the undersigned individual(s) on this 3rd day of April, 2015.

Elmer M. Barrientos
232 W. Alturas Circle
Orem, Utah 84058

/s/ John S. Larsen

