

The Order of the Court is stated below:

Dated: November 01, 2018
11:14:59 AM

/s/ PATRICK CORUM
District Court Judge



HARINI VENKATESAN, #14024
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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH

<p>NORMA LILIANA PINON GARCIA, Petitioner,</p> <p>vs.</p> <p>JOSE LUIS RODRIGUEZ PEREZ, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 174907285 Commissioner Joanna Sagers Judge Patrick Corum</p>
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The above-entitled matter having come before the Third District Court on
Petitioner's *Request to Submit for Entry of Decree of Divorce*, the Court having received
Petitioner's *Affidavit of Residency and Grounds*, and the default of Respondent having
been properly entered by the Court, it is hereby:

ORDERED, ADJUDGED AND DECREED as follows:

1. The petitioner, Norma Liliana Pinon Garcia, is hereby awarded a Decree
of Divorce from the respondent, Jose Luis Rodriguez Perez, upon the grounds of
irreconcilable differences, and the marriage between Petitioner and Respondent be and
the same is hereby dissolved, and the parties are hereby free and absolutely released

from the bonds of matrimony and all the obligations thereof, with said Decree to become final upon signing and entry of this Decree of Divorce herein.

Provisions Relating to Jurisdiction

1. Both parties are bona fide residents of Salt Lake County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.

2. The parties were married on April 16, 1999, in Ciudad Juarez, Chihuahua, Mexico, and are presently married.

3. The parties resided in the marital relationship in the State of Utah or the acts complained of by Petitioner were committed by Respondent in the State of Utah and therefore this Court has long-arm jurisdiction over Respondent pursuant to Utah Code Ann. §78B-3-205(6) (2008).

Provisions Relating to Grounds

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Provisions Relating to the Children of the Parties

5. There are two (2) minor children born as issue of this marriage: **B.J.R.P.** (DOB October 15, 2000) and **A.R.P.** (DOB April 27, 2009);

6. Petitioner states upon information and belief that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

The Uniform Child Custody Jurisdiction and Enforcement Act

7. Utah is the home State of said minor children pursuant to U.C.A. 78B-13-102 et. seq. as amended in that:

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

b. The child B.R.J.P. currently resides with Respondent at 6157 South Impressions Drive, Kearns, UT 84118. The child A.R.P. currently resides with Petitioner at 6541 South 3795 West, West Jordan, UT 84084.

c. The residences of the minor children during the last five years are set forth in the Non-Public Information ~Minors~ filed herewith.

d. Petitioner has not been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this State or any other State.

Child Custody and Parent-Time

8. It is fair and reasonable that the parties be awarded the split custody of the minor children, such that B.J.R.P. resides with Respondent and A.R.P. resides with Petitioner. Parent-time will be as the parties agree. If they are unable to agree, parent-time will be pursuant to U.C.A. §30-3-35 et. seq. The parenting plan includes provisions regarding parent-time, decision making, education, medical, health care and scheduling. The parenting plan will become the order of the court and will be incorporated in the court's order by reference.

9. If either party moves out of state or relocates 150 miles or more

from the residence specified in the court's decree, the relocating parent shall provide, if possible, 60 days advance written notice of the intended relocation to the other parent. The notice will include a parent-time schedule approved by both parties or the minimum requirements for parent-time contained in U.C.A. §30-3-37.

Parenting Plan

10. The parties shall be awarded joint legal custody of their minor children.

11. Joint legal custody shall mean the sharing of rights, duties and responsibilities as parents by both parties. The parent with whom the child is residing shall have the primary authority to make routine decisions regarding the child's day-to-day activities, but that parent shall be required to consult with the other parent and seek his/her opinion on all non-routine matters, such as medical and educational decisions involving the child.

12. A.R.P. shall generally reside with Petitioner, but there shall be a flexible arrangement which ensures that Respondent has access to the child. Similarly, B.J.R.P. shall generally reside with Respondent, but there shall be a flexible arrangement which ensures that Petitioner has access to the child. In the event of a dispute, the statutory visitation schedule as set forth at § 30-3-35, Utah Code Ann. shall constitute the minimum time that each parent shall be entitled to be with the child with whom they are not residing.

13. The parties shall support each other as parents in establishing and enforcing consistent rules and discipline in their respective households regarding

homework, lessons, school projects, and general conduct.

14. The parties shall consult with each other if either of them becomes aware that any child is experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

15. The parties shall hold the other in high esteem in their conversations with the children, and encourage the children's continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the children's presence, or permit any third party to do so.

16. Each parent shall list the other parent as the second party to be notified (after himself/herself) by school authorities in the event of an emergency involving the children.

17. Each parent shall notify the other parent of any school event or activity concerning the child with whom he/she is residing.

18. Both parties shall accommodate the children's activities in good faith, but neither shall be required to pay for or take the children to any activities which conflict with their parent-time unless the parties agree. Both parties may attend and participate in all practices, games, and school activities to which parents are invited without regard to the parent-time schedule.

19. Both parties shall have full access to all of the children's teachers and health care providers, as well as their schools and medical records, with no requirement to notify the other nor obtain permission.

20. Both parties shall immediately notify the other of all emergency medical educational, or legal events involving either child that occurs when the child is in his or her custody, in particular any event that requires the child to miss more than one (1) day of school or be treated at any medical facility for any reason.

21. Both parties shall be entitled to reasonable telephone contact with the children, which shall be unmonitored.

22. Both parties shall keep each other informed of his or her address and telephone number at all times.

23. Each party shall notify the other whenever he or she intends to take either child on any overnight trip exceeding two (2) nights and provide the other with a travel itinerary with addresses and telephone numbers where he or she may be reached in the event of an emergency.

24. Each party shall give the other the opportunity to care for the child if he or she would otherwise require baby-sitters for any period exceeding eight (8) hours. Either party may visit or pick up either child from school or day care when the other parent is working, provided appropriate notice is given to the other parent and the child is returned promptly. Either party's rendering of day care for either child shall not be added to, taken away from, or otherwise affect the parent-time schedule.

25. Shall a dispute arise regarding the enforcement or interpretation of this parenting plan, the parties shall attempt mediation before submitting the matter to the court. However, neither party shall be precluded from seeking the assistance of the

court to address the denial of parent-time with the child.

Provisions Relating to Support Payments

26. Petitioner is employed at Lili's house cleaning, earns a salary of approximately \$1,100 per month.

27. Respondent is employed at Unique Auto, as well as additional work of buying and selling cars, and earns a monthly income of approximately \$4,500 .

28. The parties have agreed that Respondent shall pay Petitioner child support in the amount of \$800 per month. The support obligation will be effective July 1, 2018 and continue until the parties' minor child A.R.P. becomes eighteen (18) years of age, or until the month after the child's normal and expected date of graduation from high school, whichever occurs later. Except during periods of Court-ordered visitation, the parent without physical custody will be required to pay the amount of support set forth in this paragraph without the need to modify this order.

29. Under Utah Code §78B-12-219, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise

provided in the child support order. The award may not be reduced by a per child amount derived from the base child support award originally ordered. If the incomes of the parties are not specified in the most recent order or the worksheets, the information regarding the incomes is not consistent, or the order deviates from the guidelines, automatic adjustment of the order does not apply and the order will continue until modified by the issuing tribunal. If the order is deviated and the parties subsequently obtain a judicial order that adjusts the support back to the date of the emancipation of the child, the Office of Recovery Services may not be required to repay any difference in the support collected during the interim.

30. Petitioner will be entitled to income withholding relief pursuant to U.C.A. §62A-11-401 et. seq., all child support payments will be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011. Both parties will assist in the filing of appropriate paperwork.

31. Under Utah Code §78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code §62A-11-306.2, the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order,

and if appropriate, move the court to adjust the amount.

32. Under Utah Code §78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstance. For purposes of this Subsection (9), a substantial change in circumstances may include: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a difference of 15% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

Provisions Relating to Cash Medical Support and Health Insurance

33. The parties believe that Petitioner is eligible for Medicaid coverage, and Petitioner agrees to obtain and maintain medical, dental, and vision coverage through Medicaid for both the minor children. Both parties will split equally the minor children's medical premiums.

34. Both parties will equally split all reasonable and necessary uninsured medical expenses, including all deductibles and co-payments incurred for the minor children.

35. If either child requires braces, the parties shall split equally the cost of all orthodontic work.

36. It is fair and reasonable that both parties will be required to maintain and pay the premium for a policy of dental insurance for the benefit of the minor child where available through employment at reasonable cost.

Provisions Relating to Debts and Obligations

37. Each party is responsible for his/her own debts incurred during the course of marriage.

Provisions Relating to Personal Property

38. During the course of the marriage relationship, the parties have acquired certain items of personal property. Said personal property of the parties will be distributed as follows:

- a. To Petitioner: 2013 Chrysler Town and Country; 2009 Kia Sedona; all furnishings in the West Jordan home
- b. To Respondent: All remaining vehicles not given to Petitioner; all furnishings in the Kearns home
- c. All remaining personal property not specifically named will be awarded to each of the parties as they have heretofore divided it.
- d. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources will be awarded to the party from whose family it came.

Provisions Relating to Real Property

39. During the course of the marriage, the parties acquired certain real property to wit:

- a. A home located at 6157 South Impressions Drive, Kearns, UT 84118.
- b. A home located at 6541 South 3795 West, West Jordan, UT 84084.
- c. It is fair and reasonable that Respondent will be awarded the exclusive use and possession of the parties' Kearns home.
- d. It is fair and reasonable that Petitioner will be awarded the

exclusive use and possession of the parties' West Jordan home, wherein Respondent agrees to keep the mortgage under his name for 5 years and Petitioner agrees to make the mortgage payments in a timely manner. If Petitioner misses three payments, Respondent has the right to request Petitioner to assume the mortgage in her own name or he may sell the home and provide all proceeds, minus the closing costs and the missed mortgage payments, to Petitioner. Petitioner agrees to assume all payments on this home, including utility payments, as of July 1, 2018.

Provisions Relating to Alimony

40. Neither party will be awarded alimony.

Provisions Relating to Pension and Related Assets

41. Neither party has any pension and/or profit sharing plans or other

retirement benefits.

Provisions Relating to Financial Assets

42. The parties shall split bank accounts as they agree.

Miscellaneous Provisions

43. Respondent agrees to pay Petitioner a sum of \$70,000 within one year of the entry of the Decree of Divorce.

44. Both parties will be permanently restrained from disparaging the other party in the presence of the minor child and prohibit third parties from doing so.

45. Respondent shall claim both children as tax deductions until Petitioner obtains a social security number. Respondent agrees to pay Petitioner for A.R.P.'s portion of deductions in the years in which both children are claimed as dependents on his taxes. Respondent will continue to claim A.R.P. on his taxes until Petitioner obtains a social security number, but Respondent agrees to pay Petitioner an amount equivalent to A.R.P.'s deduction for even years beginning in 2022.

46. It is reasonable and proper that the parties be ordered to file separate income tax returns for the year 2018.

47. The children may choose their own religious beliefs and will attend with whoever they choose.

48. No third party is allowed to pick up or drop off the minor children without a valid driver license and prior consent and agreement from both parties.

54. Both parties shall make the children available to attend family functions

with the other parent.

55. Each party will be ordered to assume his/her own costs and attorney's fees incurred in this action.

56. Each party will be 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.

57. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

**[ENTERED BY THE COURT ON THE DATE AND AS
INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE]**

Approved as to form:

/s/ Jose Luis Rodriguez Perez

Respondent, Electronically signed by Harini Venkatesan with permission via email on 10/11/2018