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IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF

SARA QUINONEZ,
Petitioner,

and

DAMIEN QUINONEZ,
Respondent.

DECREE OF DIVORCE

Case No. 244402159

Judge Sean Petersen

Commissioner Marla Snow

This matter came before the Court for entry of Decree of Divorce without a hearing based on the Stipulation and Settlement Agreement (“Agreement”) of the parties, which has been received by the Court. The Court has entered its Findings of Fact and Conclusions of Law, and for good cause appearing the Court enters the following:

DECREE OF DIVORCE

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that

- Divorce:** The parties are awarded a Decree of Divorce, dissolving the bonds of matrimony upon the grounds of irreconcilable differences, the same to become effective immediately upon entry of this Decree.
- Marriage Statistics:** Petitioner and Respondent were married on June 20, 2017, in San Diego, California, and are presently married. The parties separated on or about July 13, 2024.

3. Grounds: 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.

4. Children: There have been 2 children born as issue of this marriage, namely: M.Q., born November 29, 2021; and A.Q., born April 18, 2020.

5. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, criminal, protective orders, or delinquency involving the above-named minor children in juvenile court, or any other court.

6. Utah has initial jurisdiction and has continuing jurisdiction over the parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code Annotated, Section 78B-13-101 through 318 in that:

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

b. The parties have not participated, as a named-party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the minor children.

c. The parties have no information of any proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, or adoptions.

d. The parties do not know of any person not a party to this proceeding who has physical custody of the minor children, or who claims rights of legal custody or physical custody of, or visitation with, the minor children.

CUSTODY

7. Legal Custody: The parties are awarded joint legal custody of the minor children according to the terms of the following Parenting Plan:

- a. All communication will be courteous and civil and will be related to the minor children only.
- b. The parties shall create a healthy parenting relationship for the benefit of their children.
- c. The parties shall focus on the needs and interests of their children ahead of their own interest and shall give their children the opportunity to have a meaningful relationship with both of them.
- d. The parties will encourage the children to love, honor and respect both parents.
- e. They shall be supportive of the children's spending meaningful time with both parents and shall enforce, encourage and support the time-sharing plan. The parties shall not place the children in a position to choose whether to exercise parent-time with the other. If the children ask to stop parent-time early, the parties shall inform the children that it is not their choice to make and that they need to follow the parent-time schedule.

f. The parties shall hold each other in high esteem in their conversations with the children and encourage their 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. The parties shall specifically not permit any person under their control, which includes but is not limited to their spouses and boyfriends/girlfriends, to disparage or demean the other parent in the children's presence.

g. The parties shall recognize that their children's self-esteem is affected by having a positive perception of both parents. They shall only say positive things about the other parent, emphasizing personal strengths as much as possible.

h. The parties shall not make negative, disparaging or derogatory comments about the other in public, including but not limited to statements or posts made on social media.

i. The parties shall conduct their communication in a business-like manner without assuming intents, placing blame or basing their responses on what occurred in the past. They shall keep their communications positive. If their communications become heated or overly emotional, they shall reschedule further communications. They shall not put down or otherwise show disrespect to the other parent. The parties shall share information and concerns in a factual and respectful manner. They shall not bring up the past, but they shall focus on addressing current and future needs.

j. The parties recognize that relationship problems are best solved on a one-on-one basis. They agree not to triangulate others in their problem solving. They agree not to involve the respective new spouses in the problem solving.

k. The parties will not use the children as messengers or problem-solvers. The parties shall not interrogate the children about the activities, events, or occurrences that happen with the other parent. They shall not ask the children to report about disciplinary measures used by the other or ask them to intervene in any way. The parties shall not involve the children in resolving disputes between the parents. The parties shall not discuss any aspect of the divorce with the children, including but not limited to the reasons for the divorce, the court proceedings, or any pleadings or filings made by the parties.

l. The parties shall cooperate with each other and adjust their time-sharing arrangements to accommodate the special events described under U.C.A. Section 81-9-202, which shall include attendance of special events for extended family members.

m. Both parents may be present at the public events of the children.

n. The parties shall each have free access to the children's schools, including online access to their performance reports, as well as medical, dental and other important records. If requested by the other parent, each party shall be willing to share the specific information requested including but not limited to schoolwork, medical and dental treatment, therapy, children's employment, after-school activities, sports, and all other types of information which is appropriate to share with each other.

o. The parties shall notify the other parent of any significant illness the children may have when at their individual homes and residences. The parties shall cooperate with the children's healthcare providers on matters that affect their health and well-being.

p. The parties shall advise the other parent immediately of any changes in their address, telephone number, or other information pertinent to communication.

q. Virtual Parent-Time: Both parties shall have the right to virtual parent-time with the minor children at reasonable times and for reasonable durations. The minor children shall be allowed to contact both parents at any time they desire. Both parents shall have the minor children's cellular phone numbers so that both may text them.

r. Decision-Making Procedures: The parties shall discuss all major decisions concerning the children, including health, education, medical and dental treatment, and therapy. They shall give due consideration to the concerns and preferences of the other parent. In the event of an impasse, the parties shall consult with a professional (doctor, dentist, therapist, etc.) and discuss potential solutions again with each other to reach a decision that is in the best interest of the children. If an agreement is not reached, then Sara shall have final decision-making authority subject to Damien's right to seek review by the Court. Damien will be required to prove that Sara's decision is contrary to the best interests of the children, and it will not be sufficient to establish that an alternative may be preferable.

s. Emergency Medical Decisions: The parent who has the children at the time of any emergency medical condition has authority to make any decision regarding emergency medical care. The parties shall notify the other parent of the emergency as soon as possible.

t. Day-to-day Decisions: Whichever parent has physical custody of the children shall make minor, day-to-day decisions regarding childcare.

u. Education: Sara's residence shall be the primary residence for determining the minor children's school boundaries. Both parties shall have equal access to the minor children's educational records. Sara shall have final decision-making authority in the event of an impasse between the parents regarding educational decision-making, according to the decision-making process set forth above.

8. Physical Custody: Sara is awarded sole physical custody of the minor children.
9. Parent-time: Damien is awarded parent-time no greater than the amount set forth in Utah Code Ann. § 81-9-302. Holidays: The parties shall divide holidays as follows:
10. Holidays: The parties shall divide holidays as follows:

Odd Years	Even Years	Holiday and Time
DAD	MOM	Martin Luther King Jr. Holiday Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.
MOM	DAD	President's Day Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.
DAD	MOM	Spring Break Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 7 p.m. on the day before school resumes.
MOM	DAD	Memorial Day Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.
MOM	DAD	Juneteenth National Freedom Day Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom

	<p>Day if the day before Juneteenth National Freedom Day is not Father's Day; or</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
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Odd Years	Even Years	Holiday and Time
DAD	MOM	July 4th Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.
MOM	DAD	July 24th Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.
DAD	MOM	Labor Day Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.
MOM	DAD	Columbus Day Holiday begins at 6 p.m. on the day before Columbus Day. Holiday ends at 7 p.m. on Columbus Day.
DAD	MOM	Fall Break Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 7 p.m. on the day before school resumes.
MOM	DAD	Halloween Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.
DAD	MOM	Veteran's Day Holiday begins at 6 p.m. on the day before Veterans Day. Holiday ends at 7 p.m. on Veterans Day.
MOM	DAD	Thanksgiving Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the night before school resumes.
DAD	MOM	First Half of Winter Break, including Christmas Eve and Christmas Day (1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (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. Holiday ends on December 27th at 7 p.m.
MOM	DAD	Second Half of Winter Break Holiday begins on December 27th at 7 p.m. Holiday ends at 7 p.m. on the night before school resumes.
DAD	MOM	The day before or after child's birthday Holiday begins at 3 p.m. Holiday ends at 9 p.m.
MOM	DAD	Child's actual birthday Holiday begins at 3 p.m. Holiday ends at 9 p.m.
DAD	DAD	Father's Day every year beginning at 9 a.m. until 7 p.m. on the holiday
MOM	MOM	Mother's Day every year beginning at 9 a.m. until 7 p.m. on the holiday.

11. Transportation: The receiving party shall be responsible for providing transportation.

CHILD SUPPORT

12. Sara is employed at the Hopeful Beginnings in West Valley City, Utah, and earns \$3,813 gross per month.

13. Damien is employed at Lumenis in Salt Lake City, Utah. He also receives monthly VA disability benefits. His combined income is \$12,544 gross per month (hourly plus regular overtime plus disability pay). He will receive a credit for \$400 paid in child support for a child from a prior relationship.

14. Pursuant to Utah Code Annotated, Section 78B-12-202 through 302, Damien shall be Ordered to pay child support.

a. According to Uniform Child Support Guidelines, sole custody child support worksheet, Damien shall pay \$1,693 per month as base child support, commencing December 1, 2024.

- b. Child support for each child terminates when that child reaches 18 years of age, or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later.
- c. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Damien.
- d. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.
- e. Neither party owes child support arrears to the other.

15. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

16. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

EXTRACURRICULAR ACTIVITIES

17. Each party shall be ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that the minor children are involved in. The party incurring the extracurricular activity out-of-pocket

costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by the other party within thirty days of receiving the verification of incurred expenses. A party who incurs an expense for the minor children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

HEALTH AND OTHER INSURANCES

18. Pursuant to Utah Code Annotated, Section 81-6-208, if health, dental, and optical insurances for the benefit of the minor children is available to either party, it is reasonable and proper that the party shall be required to maintain such insurance.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children portion of insurance. The minor children's portion of the premium 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 minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the minor children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. 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 subparagraphs C and D above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Damien shall be primary coverage for the minor children and the health, hospital, or dental insurance plan of Sara shall be secondary coverage for the minor children. If the minor children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of the minor children.

h. According to Utah Code Annotated, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

CHILDCARE EXPENSES

19. Pursuant to Utah Code Annotated, Section 81-6-209, the parties shall share equally the reasonable work-related childcare expenses actually paid by a parent.

- a. A parent shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of a childcare expense.
- b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of child-care within thirty calendar days of the date of the change. A 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 these provisions.
- c. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

MUTUAL RESTRAINING ORDERS

20. The parties shall abide by the following mutual restraining orders:
 - a. The parties shall not make disparaging remarks to one another or about one another in the minor children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.
 - b. The parties shall not speak with the minor children about litigation between the parties.
 - c. The parties shall not involve or speak with the minor children about the issues in this matter.

- d. The parties shall not harass or threaten each other.
- e. The parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. The parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove the minor children from circumstances in which violations are occurring.

TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS

21. When there is an even number of children eligible to be claimed on the tax returns for a particular tax year, then the parties will each claim an equal number of children on his/her returns for that tax year, with Damien claiming the older child and Sara claiming the younger child. When only one child remains, Damien will claim the child in even-numbered years and Sara will claim the child in odd-numbered years.

22. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. Utah Code 81-6-210(4)(a). A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. Utah Code 81-6-210(5). If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. Utah Code 81-6-210(4)(b).

DEBTS AND OBLIGATIONS

23. During the course of the marriage, the parties acquired certain debts and obligations. These debts are divided as follows:

Debt	Amount	Paid By:
AmEx 003	\$3,249	Damien
Apple Card (Damien's Name)	\$7,640	Damien

NFCU CC	\$15,776	Damien
Apple Card (Sara's Name)	\$6,400	Sara

- a. The parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines or in the name of the other party.
- b. All debts and obligations incurred since the parties' separation shall be the responsibility of the party who incurred the particular debt.
- c. As authorized by Utah Code Annotated, Section 30-3-5(2)(c)(ii), the parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.
- d. Each party shall indemnify and hold other party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PERSONAL PROPERTY

24. During the course of the marriage relationship, the parties have acquired certain items of personal property. The personal property shall be divided equitably between the parties.

- a. The parties shall be awarded vehicles as follows: (1) Sara is awarded the 2016 Toyota 4Runner and (2) Damien is awarded the 2023 Kia Sportage and 2023 Harley Davidson FXLRS. Each party shall be responsible for all remaining payments due on the vehicle in their possession. Each party shall remove the other party's name from the vehicle insurance policy as soon as practicable. Each party shall remove the other party's name from the vehicle's title as soon as practicable. If a vehicle is subject to a loan, the party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce or sell the vehicle. The 2023 Kia is subject a lease in Sara's name. Damien shall

make every reasonable effort to transfer the lease into his name. If that is not possible, then Damien shall make every lease payment on time and hold Sara harmless from the lease. If he does not make timely, and Sara's credit score is negatively impacted by a failure to make payments, then the Court may award appropriate compensation to Sara for the impact to her credit score in addition to other sanctions available as a part of a motion to enforce.

b. Each party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

c. The parties shall duplicate any desired family pictures and videos, so each party has a copy. The parties shall share the costs of duplication equally.

d. The remaining personal property shall be divided as the parties agree. If the parties cannot agree to a personal property division, then the parties shall attend mediation before bringing that issue before the Court.

REAL PROPERTY

25. During the course of the marriage, the parties acquired real property located at 75 E. Redwing Court, Saratoga Springs, Utah, 84045, legal description: LOT 126, SARATOGA SPRINGS NO.1 PUD SUBDV. AREA 0.178 AC. The property is awarded to Damien as his sole property, together with all equity. He shall remove Sara's obligation on the mortgage, whether through an assumption for refinance, within 90 days of entry of the Decree of Divorce. If he does not complete the refinance within 90 days, then he must immediately sell the home.

26. In exchange for keeping the home and the equity, Damien has agreed to pay all of the majority of the credit card debt and allow Sara to have the Toyota 4Runner.

ALIMONY

27. The parties will file taxes separately for 2024.
28. Damien shall pay Sara \$1,330 per month in alimony for a period of 42 months, commencing December 1, 2024.
29. Alimony will terminate if Sara cohabits or remarries, or if either party dies.
30. Notwithstanding any preceding paragraphs to the contrary, Sara shall be entitled to claim both children for tax purposes for any tax year in which Damien had an alimony obligation for any month during that year.

BANK AND INVESTMENT ACCOUNTS

31. Each party is awarded one-half of the total value of the checking, savings, investment and/or brokerage accounts held at Stifel Bank as of July 13, 2024. If Damien has withdrawn funds from the Stifel account since July 13, 2024, and there is an insufficient balance to allow Sara's one-half of the value as July 13, 2024, to be transferred to her, then Damien shall pay her the difference within 90 days of the date of the Decree of Divorce.
32. Sara is awarded the joint checking account at Navy Federal Credit Union ending in 4507.
33. Each party is awarded any savings and checking accounts held in his or her individual name.

PENSION AND RELATED ASSETS

34. Damien's Lumenis Be, Inc. 401(k) account will be divided equally, using a valuation date of July 13, 2024. Both parties shall be awarded any gain or losses are their share of the account since the valuation date. Damien will be fully responsible for the expenses of preparing and administering the QDRO.
35. Damien's IRA at Stifel Bank will be divided equally, using a valuation date of July 13, 2024. Both parties shall be awarded any gains or losses are their share of the account since the valuation date. If Damien has withdrawn funds from the IRA since July 13, 2024, and there is an

insufficient balance to allow Sara's one-half of the value as July 13, 2024 to be transferred to her, then Damien shall pay her the difference within 90 days of the date of the Decree of Divorce.

MISCELLANEOUS

- 36.** Each party will pay their own attorney fees and costs.
- 37.** Sara shall be restored to the use of her former name of Sara Bailee Maynard, if she so chooses.
- 38.** Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.
- 39.** **Final Agreement:** The parties agree that the Agreement is a complete and integrated. settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired. There are no prior or contemporaneous agreements between the parties. The parties recognize their right to present evidence at a trial before the Court, and they waive that right. Each party has had the obligation to ask any questions of the other that they want to ask, and they need no further answers before entering into this agreement. They believe that the Agreement represents a fair and equitable distribution of the parties' marital estate. They agree, having had ample time and opportunity to review the available assets, that each party has received equal value of the marital estate.
- 40.** **Effective Date:** The parties agree that the Agreement became effective as of November 21, 2024, the date it was signed by both parties.

This order is signed and entered as indicated at the top of the first page.

Approved as to Form:

/s/ Mark R. Anderson, with permission
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing to be sent via efilng on this 22nd day of November 2024, to:

Mark Anderson
Attorney for Damien Quinonez

/s/ Becky Koplin
Paralegal