

The Order of the Court is stated below:

Dated: May 21, 2025
03:12:43 PM

/s/ **TODD M SHAUGHNESSY**
District Court Judge



CAMILLE E. MACKAY (16216)
CARR | WOODALL, PLLC
Attorney for Petitioner
1309 W. South Jordan Pkwy, Ste. 200
South Jordan, Utah 84095
Telephone: (801) 254-9450
email: camille@carrwoodall.com

IN THE THIRD JUDICIAL DISTRICT COURT

OF SALT LAKE COUNTY, UTAH

<i>In the matter of the marriage of</i> ATENEA MELGOZA, Petitioner, and ENRIQUE TROCONIZ, Respondent.	DECREE OF DIVORCE Case Number: 244905877 Judge Todd M. Shaughnessy Commissioner Russell Minas
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BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS

HEREBY ORDERED, ADJUDGED AND DECREED:

1. Petitioner has been a resident of Salt Lake County for at least three months prior to the filing of this action.
2. The parties were married on May 27, 1998, in Salt Lake County, Utah, and are currently married.
3. The parties have developed irreconcilable differences and are granted a Decree of Divorce on such grounds.
4. The parties have five children together, one of whom remains a minor. The minor child

is:

Name	Date of Birth
L.A.T.	October 2008

5. The parties are awarded joint legal custody of the minor child, subject to the parenting plan herein.

6. Petitioner is awarded primary physical custody of the minor child with Respondent exercising parent time pursuant to Section 81-9-302 of the Utah Code. However, the parties shall give great deference to the preferences of the child and the circumstances in which she feels comfortable exercising parent time, which may include another third party assisting.

7. Holidays shall be pursuant to Section 81-9-302 of the Utah Code with Petitioner named as the custodial parent.

PARENTING PLAN

8. Joint legal custody, as used herein, shall mean the sharing of rights, duties and responsibilities as parents by both parties. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities, but each shall consult with the other, and seek his or her opinion on all non routine matters, such as medical and educational decisions involving the child. If a dispute arises, the parties shall consult and consider the other's opinion in good faith, but if no agreement is made, Petitioner should have the final decision-making authority, subject to Respondent's right to bring the matter before the Court if he believes the decision is not in the best interest of the child.

9. Mother will provide proof to Father that she has communicated to the minor child that she needs to unblock Father from her phone.

10. 30-minute rule. The receiving party for parent time shall be responsible for picking up the child for parent time. In the event the receiving party is more than 30 minutes late for the exchange, and has not provided notice to the other party, he/she shall forfeit the parent time until the next designated exchange time.

11. Communication. All communication shall be civil and related to parent time, financial matters, or community property matters, and legal custody issues. Name-calling shall never be considered civil.

12. Travel. In accordance with UCA 30-3-36, each party shall be responsible to provide the other with an itinerary and contact information before traveling either domestically or internationally, with the child overnight. When the child travels with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the child or traveling parent can be reached; and
- iv. The name and telephone number of an available third person who would be knowledgeable of the child's location.

13. Activities. It is in the best interest of the minor child to develop and establish peer relationships through appropriate age expanded activities. The parent time schedule shall take into account these appropriate age-expanded activities of the minor child. The parties shall support the

minor child in her extracurricular, school, religious, social, and community activities including ensuring that she attends these activities during parent time.

14. Media. Both parents will take adequate safety measures in their homes for the child's electronic and internet access. The child will only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.

15. Medical Emergency. Each parent shall be notified immediately by the custodial parent in the event of a medical emergency with the minor child.

16. Sharing Information. Each party shall be entitled to directly access the child's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the child's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.

17. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

18. Children's Events. The parents shall notify each other of any events involving the child such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully.

19. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities or other organized events for the minor child so long as the parties have mutually agreed to the activity in writing prior to the child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the child in extracurricular activities will not interfere with the other party's parent-time.

20. Regular school hours may not be interrupted for the exercise of parent-time by either parent unless agreed upon by the other party.

21. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

22. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. The parties shall be entitled to daily, unintrusive, telephone calls with the child. The child shall have free access to communicate with both parties at any time she desires to do so.

23. The parties shall consult with each other if either of them becomes aware that the 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.

24. The parties shall hold the other in high esteem in their conversations with the child and

encourage her continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the child's presence or permit any third party to do so. The parties shall make sure that no third parties speak negatively or degrade the other party in front of the minor child. The parties shall communicate primarily in writing, and by phone in the event of an emergency.

25. The parties shall not use the child as a messenger to communicate with the other party but shall communicate directly with the other party. The parties shall not include the child in legal matters or discuss this case with her.

26. The parties shall be sensitive regarding introducing the child to significant others. The parties shall refrain from introducing the child to significant others until the relationship has become serious in nature.

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

28. The parties shall provide suitable sleeping arrangements for the child during his/her parent time. Each party shall be responsible for the personal items of the child, such as clothing, hygiene products, etc., but should be flexible with the child bringing the items to and from both homes.

29 Mutual Restraining Order. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to

the children about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.

30. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

31. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party.

32. Both parties are restrained from using the likeness, image or credit of the other party for any purpose. Neither party shall incur any financial obligations which will affect the other party.

33. The parties shall not post anything on social media about the other party.

34. The parties must not threaten to commit or commit acts of domestic violence or abuse, harass, threaten, stalk, use, attempt to use, or threaten to use physical force that would reasonably be expected to cause bodily harm, or engage in any other conduct that would place the other person or household members in reasonable fear of bodily injury.

35. Controlled Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol to the point of intoxication when the minor child is in their care or within 24 hours of caring for the minor child, and from allowing the minor child 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.

36. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the child from such circumstances.

CHILD SUPPORT

37. Child Support. Child support shall be calculated as according to Utah Code Ann. §81-6. Mother's gross monthly income is \$3,328. Father's gross monthly income is \$10,000. Based on a primary custody worksheet, Father shall pay child support to Mother in the amount of \$938 per month, beginning February 1, 2025. 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 direct deposit. Modifications to child support shall be pursuant to Utah statute.

38. Child support arrears. Respondent is in arrears for unpaid child support since separation. He is in arrears from September 1 – January 2025, therefore, he owes Petitioner \$4,690.00 in child support arrears.

39. Income Withholding. The parties agree that if the party obligated to pay child support to the other party ever becomes more than 30 days delinquent in child support, the other party shall be entitled to withholding income as a means of collecting child support in accordance with Utah Code.

40. Reduction When Child Becomes 18. In accordance with Utah Code, §81-6-213, the parties agree that when the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award should be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of child due child support. The parties agree that the award should not be reduced by a per-child amount derived from the base child support award originally ordered.

41. Additional Expenses. The parties shall share equally all school-related expenses including books, fees, and school lunches.

42. Medical Expenses. Pursuant to U.C.A. §81-6-208, both parents are responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor children if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to the children. Petitioner's insurance is currently the primary insurance and Respondent's is secondary.

43. Uninsured Medical/Dental Expenses. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. Each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

44. Reimbursement for Expenses. 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.

45. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

46. Double Coverage. If the child is covered under both parents' insurance, then neither party will reimburse the other for half of their share of the medical insurance premium.

47. Childcare Expenses. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor child in accordance with U.C.A. §81-6-209.

48. The parents shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense less any amounts previously paid.

49. 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 request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 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.

50. Alimony. Each party is fully capable of supporting themselves, and therefore, neither party is awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

REAL PROPERTY

51. Real Property. The parties have acquired a marital residence located at 7542 West Fernbush Circle, Magna, UT 84044. The parties agree to list the home with a mutually agreed upon realtor within the next thirty days. Mother shall provide three names of realtors to Father and he shall select one of the realtors from her list. The parties are to cooperate with the direction of the realtor in regard to suggestions for the sale of the property. Once the home is sold, the proceeds shall be distributed as follows:

- a. The outstanding mortgages shall be paid in full.

- b. The realtor and closing costs shall be paid.
- c. The marital debt shall be paid (as outlined below).
- d. Then the proceeds divided equally.
- e. From Father's portion, prior to him receiving his funds, the title company shall pay Mother \$4,690 for child support arrears and \$2,000 for her attorney fees, then, he shall pay off any remaining debts attributed to the business "E & A Landscaping Lawncare" and then medical/credit card debts in his name.

52. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debts:	Name of debt	Amount	Type of debt/ responsible party
T-Mobile	Atenea	\$500	Marital
CBE Group	Atenea	\$2,586.23	Marital
CBE Group	Atenea	\$1,209.49	Marital
West Valley Fire	Atenea	\$6,410.20	Marital
Intermountain	Atenea	\$1,209.49	Marital
Capital One	Atenea	\$500	Atenea
West Valley Dermatology	Atenea	\$129.36	Atenea
Magna Water	Enrique	\$372.63	Enrique
Rocky Mountain Power	Enrique	\$796	Enrique
Express Recovery	Enrique	\$22,389	Enrique
Home Depot	Enrique	\$500	Enrique
Progressive	Enrique	\$600	Enrique
Wasatch Front and Waste	Enrique	\$126.65	Enrique
Enbridge Gas	Enrique and Atenea	\$223.39	Marital
Xfinity	Enrique and Atenea	\$958.36	Marital
DFCU	Enrique and Atenea	\$855.16	Marital
DFCU	Enrique and Atenea	\$550.97	Marital
DFCU	Enrique and Atenea	\$47.77	Marital
Wheeler Cat	E & A Landscape	\$21,687	Business

WCF Insurance	E & A Landscape	\$494.25	Business
Workers Compensation	E & A Landscape	\$1,739	Business
Kesler Rust	E & A Landscape	\$21,738.99	Business
IRS	Enrique and Atenea and E & A	\$2,241.15	Business
IRS	Enrique and Atenea and E & A	\$11,169.05	Business
IRS	Enrique and Atenea and E & A	\$10,664.33	Business
Berta Melgoza		\$5,000.00	Business
Magna Tire Shop Diego		\$900	Enrique
Labor Commission (Employee Claim)		\$9,000	Business
Rocio & Nahum Soto. (Olympus Maintainance)		\$5,000	Enrique
Cyprus Servicing	Atenea	\$7,858.25	Business
Cyprus	Enrique	\$2,831.66	Enrique
Employee Salaries (paid by Atenea via Venmo)		\$13,189	Business
Total		\$153,477.38	

BUSINESS INTERESTS

53. E & A Landscaping. The parties acquired a business interest in E & A Landscaping. The parties agree that the business shall be closed within 14 days of February 19, 2025 and verification shall be provided to Mother's attorney that it is closed. In the event there are debts remaining to E&A after using Father's portion of equity, the parties will sell the business property currently owned by the business, which is as follows:

Black landscaping
 trailer
 2017 Wells Cargo
 Trailer
 1 snowplow
 1 snowplow
 Ford F250 Truck (white)
 Boss Salt Spreader

1 Commercial Lawn
Mower
1 Commercial Lawn
Mower
1 Red Max Blower
1 Red Max Blower
1 Red Max Blower
1 Red Max Blower
1 Worldlawn Walk
Mower
1 Worldlawn Walk
Mower
Salt Spreader Vehicle
Battery

LaMonte Tracy will work with Father to sell the items listed herein to ensure that the property is sold at fair market value.

52. The proceeds from the sale of the business property shall be used to pay off any debts associated with E & A Landscaping. The payments of the items will go to LaMonte and LaMonte will pay the debts associated with the company and provide verification to Mother that the debts have been paid. LaMonte submits himself to the jurisdiction of this Court and to this matter.

DEBTS

53. Father shall be responsible for any and all medical debts in his name and shall indemnify Mother from any such claims.

54. Father shall be responsible for his credit card debts and shall indemnify Mother from any such claims.

55. In the event there are any other joint debts that are discovered, Father shall be responsible for such debt and hold Mother harmless therein.

56. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

PERSONAL PROPERTY

57. Personal Property. Each party is awarded the household personal property that is currently in his/her possession. Enrique shall be awarded these few items of personal property: repair equipment for landscaping equipment's located on two shelves in the garage, two plastic cabinets in the garage and the contents therein, a box with saws and drills (if they are there).

58. Financial Accounts. Each party is awarded his/her own bank accounts. The parties will close the business bank account within seven days.

RETIREMENT

59. Retirement. There are no retirement accounts to divide.

60. Tax Benefits/taxes. Mother shall be permitted to claim the minor child for tax purposes each year. The parties shall file married, filing separately for 2024 taxes. Mother shall be responsible for any and all taxes attributed to her employment and Father shall be responsible

for any and all taxes attributed to him, his employment, and E&A Landscaping. The parties shall indemnify the other of any tax liability ordered to him/herself.

61. Attorney's Fees and Costs. Father shall pay Mother \$2,000 representing part of her attorney fees incurred in this matter.

62. Enforcement. In the event either party must take legal action to enforce any portion of this Decree, the party responsible for non-compliance shall be responsible for the attorney fees and costs of the other party.

-End of Order. The Court's signature appears at the top of the first page-

Approved as to form:

/s/Enrique Troconiz
Enrique Troconiz
Respondent
Electronically signed by Camille Mackay
with permission

/s/
JUSTIN STARR
Signed by Camille E. Mackay
with permission

CERTIFICATE OF TRANSMITTAL

I hereby certify that a true and correct copy of this document was sent to the following on this 23rd day of April 2025:

Enrique Troconiz 8357 West Aleen Avenue Magna, Utah 84044 enriquejtsalazar75@hotmail.com Ewlawncareservices@gmail.com	<input type="checkbox"/> U.S. First Class Mail <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Efilng
Justin Starr jstarr@kmclaw.com	

/S/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Petitioner