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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of:</i> MANASES HERNANDEZ, Petitioner, and ALEXANDRA HERNANDEZ, Respondent.	DECREE OF DIVORCE Case No. 254300023 DA Judge: Jared Eldridge Commissioner: Marla Snow

Petitioner MANASES HERNANDEZ and Respondent ALEXANDRA have entered into a Stipulation and Settlement Agreement (the “Stipulation”), resolving all issues relating to the above-entitled custody action. The Court having now made and entered its Findings of Fact and Conclusions of Law; and good cause appearing; **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

CHILD CUSTODY AND VISITATION

1. **Legal Custody:** The parties are granted joint legal custody of the minor children.
2. **Major Decisions:** The parties will discuss all major decisions. If the parties cannot agree they must consult experts, such as teachers, doctors, therapists, or ecclesiastical leaders. If the parties cannot agree after consulting experts, Father has final decision-making authority, subject to Mother’s right to take the matter to Court or mediation at her option.

3. Minor Decisions: Day-to-day decisions regarding the wellbeing of the minor child will be made by the parent exercising his or her custody parent time rights pursuant to the parenting plan in this agreement. Both parties agree to immediately contact one another if the minor child requires emergency medical attention.

4. Schooling Location: Father's residence will be used for the purpose of determining which public school the children attend. Father agrees that the children's school will not be located outside of Lehi, Saratoga Springs, or Eagle Mountain, if Mother has moved to within 20 miles of Pony Express Elementary on or before December 31, 2026, or unless the court orders otherwise.

5. Physical Custody: Father is initially granted sole physical custody, subject to the following:

a. Winter Break 2025. The parties agree that Father may pick the children up from Florida after the children begin the winter break after school on Friday on December 19, 2025. Father shall be entitled to the remainder of the winter break. Father shall notify Mother on or before December 16, 2026, of when he will be coming to pick up the children and provide flight information to Mother. Mother shall reimburse Father for one of the children's flight costs within 24 hours of receiving notice of the flight costs and itinerary. Mother shall cooperate by meeting Father at the airport with the children if requested by Father._

b. January – May 2026: Father will exercise primary physical custody of the minor child. Mother will have all weekends of the month other than the third weekend. A weekend is defined as Friday immediately after school is released until Sunday at 8:00 p.m._

c. Summer 2026 Parent Time: The parties will exercise 50/50 physical custody from the day school ends in May 2026 until week before school begins in August 2026. The schedule will be week-on/week-off with parent-time exchanges occurring at 7 pm on Sunday evenings unless the parties agree otherwise in writing._

d. Parent Time upon obtaining permanent residence or after August 2026: If Mother moves and has a permanent residence within 20 miles of the Pony Express Elementary at 3985 Smith Ranch Rd. Eagle Mountain, Utah 84005 by August 15, 2026, then the parties will begin exercising 50/50 physical custody immediately with a week-on/week-off schedule (as described above). This 50/50 arrangement will be the permanent arrangement of the parties until further order of the court. However, if Mother fails to secure the above-described housing on or before August 15, 2026, then Father will be awarded sole physical custody of the children and Mother will have parent time pursuant to Utah Code Ann. § 81-9-302 until further order of the court.

e. If Mother has not received her half of the equity from the real property or the proceeds from the sale of the real property on or before July 15, 2026, then Mother shall have 60 days from the day she receives those funds to move into a residence within 20 miles for the purposes of determining the permanent parenttime/custody described in subparagraph (c).

f. Holiday Parent-time. Holiday parent-time shall be as the parties can agree in writing. If the parties cannot agree, then the parties shall follow Utah Code

Ann. §81-9-302 with Father being designated as the non-custodial parent for purposes of determining holiday rotation. The following table is attached for the convenience of the parties, if there is a discrepancy between the table and the Utah Code, the Utah code shall take precedence.

Holiday	Description	Father's Years	Mother's Years
MLK Day	6 PM Friday – 7 PM Monday	Odd	Even
President's Day	6 PM Friday – 7 PM Monday	Even	Odd
Spring Break	6 PM the day school is out – 7 PM Sunday	Odd	Even
Memorial Day	6 PM Friday – 7 PM Monday	Even	Odd
Juneteenth	6 PM on the day before if the day before is not Father's Day or 9 AM on Juneteenth if Father's Day is the day before – 6 PM on the day following Juneteenth	Even	Odd
July 4 th	6 PM July 3rd until 6 PM on 5 th	Odd	Even
July 24 th	6 PM July 23rd until 6 PM on 25 th	Even	Odd
Labor Day	6 PM Friday – 7 PM Monday	Odd	Even
Columbus Day	6 PM day before – 7 PM Columbus Day	Even	Odd
Fall Break (UAE)	6 PM Wednesday – 7 PM Sunday	Odd	Even
Halloween	If school day: end of school – 9 PM If weekend: 4 PM – 9 PM	Even	Odd
Veterans Day	6 PM Friday – 7 PM Veteran's Day	Odd	Even
Thanksgiving	6 PM Wednesday or the time school is dismissed before break until 7 PM the night before school resumes	Even	Odd
Christmas Break (1 st Portion)	Last day of school before break until 7 PM on December 27	Odd	Even
Christmas Break (2 nd Portion)	7 PM on December 27 until 7 PM the night before school resumes.	Even	Odd
Child's Birthday (actual day)	3 PM – 9 PM on actual birthday	Even	Odd
Child's Birthday	3 PM – 9 PM on day before or after birthday	Odd	Even

(day before or after)			
Mother's Day	9 AM – 7 PM Mother's Day	Never	Always
Father's Day	9 AM – 7 PM Mother's Day	Always	Never

g. Extended parent-time (summers). Extended parent-time during the summers shall be as the parties can agree in writing. If the parties cannot agree, then the extended parent-time shall be consistent with Utah Code Ann. §81-9-302 if Father is exercising sole custody. If the parties are exercising 50/50 parent-time, the parties should each be permitted a two-week period of uninterrupted parent-time that will effectively occur during the other parent's normally scheduled week-on parent-time weeks during the summer, which will change the rotation of the week-on schedule of the parents so that neither parent gets three consecutive weeks during the summer. Once the other parent takes their two-week period, the rotation of the week-on/week-off schedule should revert back to the regular rotation. For either sole custody or 50/50, each parent shall rotate the priority for choosing their extended parent-time during the summers with Mother having priority in odd years and Father having priority in even years so long as the parent with priority notifies the other parent of their designated parent-time on or before May 1 for the given year. If no notice was provided by the parent with priority, then after May 1 the parent who notifies the other first, shall have priority for that calendar year.

FINANCIAL PROVISIONS

Child Support

6. The Court should order child support that is consistent with a Child Support Obligation

Worksheet for Sole Custody and the Uniform Child Support Schedule.

7. The income of the parties are imputed at the following:
 - a. Father's monthly income is \$4,507
 - b. Mother's monthly income is \$2,665
8. Mother will pay Father \$527 in child support beginning January 1, 2026.
 - a. Upon Mother relocating within 20 miles of the Pony Express Elementary school, or August 15, 2026, whichever comes first, the parties will use the Joint Custody Worksheet to determine child support with Mother having 183 overnights. Father will then owe \$194 monthly in child support.
 - b. If Mother has not relocated to within 20 miles of the Pony Express Elementary school, on or before August 15, 2026, then the parties will use the sole custody worksheet consistent with Father having permanent sole custody.

The parties will run the worksheet using Mother's imputed wage ff \$2,665.
9. Child support shall commence upon the date of this filing. Pursuant to Utah Code Ann. §81-7-102, child support shall be due on the 1st with installment payments of one half paid on the 5th and the other half paid on the 20th of each month.
10. Child support shall continue until the minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later or marries, dies, joins the armed forces or is otherwise emancipated.
11. Pursuant to Utah Code § 81-6-212(4) & (5), any child support order may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

Medical Insurance and Medical Expenses

12. Pursuant to Utah Code Ann. §81-6-208, the parties shall jointly provide and maintain health/medical insurance for the benefit of the children where available at a reasonable cost. In the event both parties have insurance for the children, Father's insurance shall be designated as primary, and Mother's insurance shall be designated as secondary unless the parties agree otherwise.
13. Should one party obtain health/medical insurance through their employment or other business undertakings, the other party shall be liable for the payment of one-half of the cost of said insurance for the children's portion of that insurance. The children's portion shall be determined on a pro rata share of the premium actually paid by a parent.
14. The parent who provides insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.
15. The parties shall divide equally all reasonable and necessary medical expenses for the children which are not covered by insurance.
16. The parent who incurs reasonable or necessary medical expenses shall provide a receipt showing the payment amount, medical provider and itemization of services to the other parent within thirty (30) days of payment.
17. The parent who incurs 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 provide written verification and payment within thirty (30) days of payment.
18. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

19. The parties shall cooperate in exchanging all claim forms and statements to coordinate the payment of all medical and dental expenses, as set forth herein.

20. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year.

21. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

Childcare Expenses

22. Pursuant to Utah Code §81-6-209, both parties should share equally all reasonable work, career, or occupational training-related childcare expenses by a licensed daycare provider.

23. The parties should keep the other informed of the name and contact information for any third-party providing work related care for the children during their parent-time.

24. 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.

25. Childcare by family members is preferred and is presumed to be of no cost.

26. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

27. A parent incurring childcare expenses shall 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 notice provisions.

School Fees & Extracurricular Activities

28. School Fees. So long as the parties are exercising joint physical custody, the parties shall divide all required school costs and fees equally. This does not include co-curricular fees without written agreement.
29. Extracurricular Expenses. Each party is required to pay one half of all costs relating to the minor children's participation in extracurricular activities so long as both parties agree to the activity in writing. Neither party shall register a child for an activity that is on the parent's parent-time without the express permission of the other parent.
30. A party's agreement to an extracurricular activity cannot extend beyond the current season or a year's commitment without agreement.
31. All reimbursement requests should be made within 30 days of making payment and all reimbursements should be provided within 30 days of receiving the request.

Taxes

32. Father will claim E.H. for taxes every year and Mother will claim P.H. every year. When the oldest child is no longer a dependent of the parties then the parties will alternate who claims P.H. yearly. Father will claim P.H. on odd numbered years and Mother will claim P.H. on even numbered years.

Personal Property

33. During the course of the marriage relationship, the parties acquired personal property which should be divided equitably.
34. The parties should retain the property currently in their possession with the following exceptions:

- a. Mother will be awarded the following:
 - i. One white sofa
 - ii. One waffle maker gifted to Mother by her mother.

35. The parties agree to cooperate to exchange the above referenced items at mutually agreed time and place.

Vehicles

36. During the course of the marriage the parties acquired the following vehicles that should be awarded to the parties as follows:

- a. The 2012 GMC should be awarded to Mother subject to her cooperation with removing Father from title of the vehicle within thirty days of the date of the signed decree.
- b. The 2012 Sion TC should be awarded to Father subject to his cooperation with removing Mother from title of the vehicle within thirty days of the date of the signed decree.

Real Property

37. During the course of the marriage the parties acquired real property 9307 N. Tampa Dr. Eagle Mountain, UT 84005.

- a. Father will have temporary sole and exclusive use and possession of the martial home. Father shall be solely responsible for the mortgage payment, solar panel payment, backup generator payment, utilities, property taxes, insurance and all other costs associated with the real property.

b. Father will be permanently awarded sole and exclusive use and possession of the marital home if he can buy Mother out of her share of equity by April 15, 2026, remove her name from the first mortgage, and remove her name from the solar panel mortgage.

c. Mother's share of the equity in the real property shall be determined by using an appraisal (paid for equally by both parties) and deducting the first mortgage balance and the balance of the solar panel debt, and then dividing by two. Father shall pay the entire appraisal fee up front and deduct Mother's half of the appraisal from her share of the equity paid out by Father. Both parties shall be involved in all written communications with the appraiser, and the appraiser shall be hired by both parties as clients.

d. If Father is unable to comply with any part of subparagraph (b), then the house shall be listed for sale on or before April 16, 2026, with a mutually agreed upon realtor. If the parties cannot agree on a realtor, they shall use Joe Gordon. If the home is sold, the parties agree to split equity 50/50 subject to paying off the following:

- i. Relators' fees
- ii. Closing costs
- iii. First mortgage
- iv. Solar panel loan
- v. Backup generator loan

e. If the parties sell the home the solar panels and backup generator run with

the land and will be included in the sale of the home.

Retirement and Other Financial Accounts

38. Both parties have retirement accounts. Father and Mother will split the cost of a QDRO for Father's 401k, the parties agree to pay their respective portion of the attorney fees necessary to prepare a QDRO within thirty days of the date of decree. The parties agree to use the services of Rori Hendrix for the QDRO.

39. In lieu of any alimony award Mother will retain the full value of the following:

- a. The full value of Mother's retirement account;
- b. The full value of Father's Bitcoin account; and
- c. The full value of Father's Indexed Universal Life insurance (IUL). Father will liquidate the account and pay Mother the full value within thirty days of the date of the signing of the Decree of Divorce.
- d. The monthly payment of \$527 that Mother would have paid Father for child support between January 1, 2026, and May 31, 2026.

Debts

40. During the course of the marriage, the parties incurred various debts and obligations which should be disclosed and divided equitably between the parties. Each party should be responsible for all unsecured debts in their respective names.

Travel

41. When the child travel with either parent overnight, all the following shall be provided to the other parent at least 24 hours in advance in writing.

- a. An itinerary of travel dates;

- b. Destination(s);
- c. Places where the child or travelling parent can be reached; andThe name and telephone number of an available third person who would be knowledgeable of the child's location.

42. If either party cannot care for a minor child overnight for any reason, that parent shall notify the other parent of the circumstance and offer them the first option to care for the child before providing surrogate or familial care. The parent exercising the first right of refusal shall provide any transportation for the minor children and should be responsible for picking up and dropping off the minor children.

Mutual Restraints

43. Neither parent shall do or say anything that tends to diminish the love and affection a child has for their parent. This includes making insulting, harmful, or disparaging comments about the other parent while in the presence of the minor children, while exercising parent-time, or on social media platforms. The parties have an affirmative duty to remove the children from the presence of anyone engaging in such behavior.

44. Neither party should post negative or derogatory content regarding the other party on any social media or website.

45. Neither party should instruct, assist, or facilitate a third-party posting negative or derogatory content regarding the other party on any social media or website.

46. Neither party should engage – through likes, comments, or otherwise – with any negative or derogatory content posted to social media or a website by a third-party.

47. The parties agree that the minor children will not be left alone with Daniel Hernandez.

48. Both parties are restrained from contacting one another except through the messaging platform AppClose.

49. Both parties are restrained from bothering, harassing, annoying, threatening violence, or harming the other at their place of residence, employment or any other place.

50. Both parties are restrained from yelling at the other parent in front of the minor children.

51. Neither party shall commit violence or use corporal punishment on the minor children.

52. Neither party should enter the residence of the other party unless the other party has given written permission or there is a life-threatening emergency.

53. Neither parent shall use illegal substances, abuse prescription medication, or drink alcohol in excess while exercising parent-time. Neither parent shall be intoxicated, high, or hung-over while in the presence of the child. Intoxication shall be defined by the legal blood alcohol limit of the state in which the alcohol is consumed.

54. Neither party should smoke tobacco or marijuana in the presence of the child.

55. Both parties should be restrained from using the image or likeness of the other party to obtain credit or incur debts. Any party that incurs debts in the other party's name shall be fully responsible for that debt.

56. Both parties agree that the minor children shall be enrolled with individual therapists in Utah. The parties should strongly consider the recommendations of mental health professionals. E.H. is currently taking an anti-depressant medication and shall continue to take the medication until a treating medical professional advises otherwise.

Other

57. Each party should 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.

Attorney Fees

58. Each party shall be fully responsible for their own attorney fees and costs.

Miscellaneous Provisions

59. If either party fails to comply with any of the terms and conditions set forth in the final Divorce Decree, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Divorce Decree.

60. Before bringing any future legal action in this case, other than an enforcement action, the parties must first attempt mediation to resolve issues that may arise between them.

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

62. Fair Settlement: The parties agree that the terms of this agreement are fair and reasonable. They agree to these terms voluntarily and of his or her own free will. Each party agrees to these terms free from any undue influence, threat, or duress.

63. Final and Complete Agreement: This Stipulation is entire and complete and embodies all understandings and agreements between parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable.

There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

64. Maiden Name: The parties agree that Mother may resume the use of her maiden name if she so desires.

END OF DECREE

In accordance with the Utah State District Courts' E-Filing Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page along with the Court's seal and the date the same was executed by the Court.

Approved as to Form:

/s/ Alexandra Andrews

Alexandra Andrews

Attorney for Respondent

NOTICE PURSUANT TO RULE 7(J) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL.

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Order prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I certify that on January 20, 2026, I served a true and correct of the foregoing Decree of Paternity on the following people as indicated:

ALEXANDRA DIAZ
Attorney for Respondent
Via Email

/s/ Leslie Corbly
Counsel for Petitioner