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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY

PROVO, STATE OF UTAH

In the Matter of the Marriage of

DECREE OF DIVORCE

SARA ALCAZAR,

Case No. 25-4401471 DA

Petitioner,

And

Judge Shawn R. Howell

SKYLER ALCAZAR,

Commissioner Marian Ito

Respondent.

The above-entitled matter came before the court on Petitioner's *Petition for Divorce, Declaration of Jurisdiction and Grounds*, and the parties' signed Stipulation.

The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

1. The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved.
2. Residency: Skyler is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
3. Marriage: The parties married on November 19, 2019, in Pleasant Grove, Utah. The parties separated in August 2023.
4. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
5. Child: There is one child of this marriage: S.V.A. (born September 2022).
6. Legal Custody & Parenting Plan: Both parties shall be awarded the joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby. The parties will keep each other informed of the activities, and appointments for the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully. Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided for all third parties who interact with the child (medical, school, therapeutic, religious, day care, etc.). Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education. Neither party will make a major decision for the child unilaterally.

- a. Dispute Resolution: If the parties disagree on a major decision regarding the child, including medical, therapeutic, or educational matters, they shall first consult with a relevant professional (e.g., doctor, therapist, teacher, coach) to obtain input. The parties are encouraged—but not required—to consider professional recommendations as part of a good-faith decision-making process.
- b. If one party disagrees with the initial professional recommendation, they may seek a second professional opinion. Both parties shall cooperate in considering multiple professional perspectives, peer-reviewed research, and evidence-based best practices relevant to the child's needs.
- c. If the disagreement persists after good-faith efforts to consider evidence and expert input, the parties shall attend mediation. If mediation fails to resolve the issue, either party may file a motion with the court, which will resolve the matter based on the best interests of the child.
- d. Neither parent shall unilaterally change the child's current professional providers without written notice to the other parent. Written consent shall not be unreasonably withheld.
- e. Educational Plan: The parties agree that the minor child shall attend Mountainville Academy for her preschool through sixth grade education, unless both parties agree in writing to a change. Both parents shall support the child's enrollment at Mountainville Academy and will work together to ensure consistency and stability in her educational experience. If the child is unable to attend Mountainville Academy, the parents agree to work together in good faith to select an alternative charter school. Each parent shall have access to the child during school hours and the right to check the child out of school on their custodial days. The parent with the child during school hours shall be responsible for ensuring the child's attendance, transportation to and from school, and completion of homework. Both parents agree to maintain regular

communication about the child's school activities, assignments, and events. Each parent has the right to participate in parent-teacher conferences, school events, and extracurricular activities.

f. Religious Plan: Either party may take the minor child to participate in his or her religion during his or her parent time. However, neither parent may enroll the child in, or commit the child to, a religion through a ceremony, ordinance, baptism, etc. without the other parent's written consent.

g. Medical Plan: Vaccination and other medical decisions regarding the minor child shall be made jointly by both parents. The parents shall collaborate in good faith and may consult with the child's primary care physician or other medical personnel for guidance and recommendations. Final decision-making authority remains with the parents and shall not be delegated to any third party.

h. The parents have decided to delay routine childhood vaccinations for their minor child after thoughtful consideration of the child's health and well-being. The minor child shall not receive any vaccinations prior to reaching school age (approximately five to six (5–6) years of age). Upon the child reaching school age, the parents agree to revisit the matter through good-faith discussion as needed and to address any vaccination-related concerns collaboratively.

i. The parents acknowledge and understand that this decision may, at times, require further discussion if vaccination requirements or related issues arise that could interfere with the child's educational opportunities or participation in extracurricular activities. In such circumstances, the parents agree to address the matter through open, good-faith communication and mutual agreement.

j. Any decision regarding vaccination shall require the express written consent of both parents. Neither parent may unilaterally authorize or initiate vaccinations or related preventative treatments without the written consent of the other parent.

k.

l. Non-Emergency Medical Treatment. The parties agree that all non-emergency major medical decisions for the minor child — including surgeries, long-term therapies, or specialist interventions — shall require the written consent of both parents. Each parent may make decisions regarding minor or routine health care, such as over-the-counter medications, basic first aid, or treatment for common illnesses, during their parenting time. The parties agree to consult in good faith, review relevant medical opinions or research, and consider seeking second opinions when appropriate. In the event of disagreement, the parents agree to consult a mutually agreed-upon medical professional before pursuing legal remedies.

m. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change. The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.).

n. Communication with Parent: All contact and communication between the parties shall be civil in nature. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible. The parties will respond to the requests of the other in a timely manner and within 48 hours. If a parent makes a request regarding the minor child in writing and does not hear back from the other parent within 48 hours and a professional has made a time sensitive recommendation, the

parents will follow the recommendation of the professional on a temporary basis until the parties have an opportunity to more fully discuss any objections to the recommendation of the professional. A party who receives communication that seeks a response from the other parent regarding the child, shall respond within 48 hours.

o. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, uncensored, unmonitored, and unrecorded. Reasonable shall mean that neither parent goes more than 48 hours without being able to have some kind of contact with the minor child.

p. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

q. Confidentiality. The parents shall maintain the confidentiality of all information regarding the child, including medical and educational records unless disclosure is required by law. The parents/family shall not use information about the other parent in a manner that is harmful or detrimental to the child. Includes family members.

r. Relationships. Neither parent will introduce the child to a new relationship until approximately six months have passed. If either parent intends to introduce someone sooner, they will notify the other parent in advance

s. Overnight Care and Sleepovers. The parents agree that the child will not attend sleepovers or stay overnight in the care of others outside either parent's home. This boundary is in place to

protect the child's safety and well-being and applies regardless of whether the caregiver is a friend, extended family member, or otherwise. In the event that overnight care becomes necessary due to travel, emergencies, or unavoidable circumstances, the parents may utilize individuals they have mutually approved in advance, which individuals shall be identified on a mutually agreed-upon authorized overnight care list. Decisions regarding overnight care will not be discussed with the child or made contingent upon the child's preferences. Beginning at the age of twelve (12), in the event that overnight care becomes necessary, S.A. may share input regarding preferred overnight locations from the authorized overnight care list; however, such input shall be informational only and final decision-making authority shall remain with the parents.

t. Social Media. A party shall not post, or allow third parties to, pictures or videos (media) of the child on any social media without the written consent of the other.

u. Child's Social Media. The child will not use or access social media without mutual consent of the parties in writing.

v. Modification of Parenting Plan. This parenting plan may be modified by mutual agreement of the parents. Any modifications to the parenting plan must be in writing and signed by both parents.

7. Physical Custody: The parties will be awarded the joint physical custody of the minor child. The parents shall share equal parent-time with the child as agreed, but if they can't agree, then as follows:

a. Skyler shall exercise parent-time starting Monday morning and ending Wednesday morning;

b. Sara shall exercise parent-time starting Wednesday morning and ending Friday night; and

c. The parents shall alternate weekends as follows: Skyler's weekends shall begin on Friday nights at 7PM and keeping the child through Monday morning when his regular weekly parent-time will start. For Sara, her weekend parent-time shall begin on Friday morning when her weekly parent-time ends and shall end on Monday morning at 9AM.

d. Except as otherwise stated herein, the child exchange shall take place: at the time the child's school begins; or if school is not in session, at 9 a.m. Otherwise, the parent ending parent-time will exchange the child to the parent beginning his/her parent-time.

e. Equal Custody Balance Adjustment: In recognition that calendar years may contain an odd number of days, potentially resulting in one parent receiving one additional day of physical custody during alternating years, the parties agree to rotate that additional day annually. In even-numbered years, Skyler shall receive the extra day; in odd-numbered years, Sara shall receive the extra day. This provision ensures both parents maintain as close to an equal 50/50 custodial schedule as possible over time.

f. Holidays: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use the following holiday schedule:

1. New Year's Eve (9AM) through New Year's Day (6PM):
Sara in odd years, Skyler in even years
2. Easter (9AM until 6PM): Skyler in odd years, Sara in even years
3. Memorial Day (9AM until 6PM): Sara in odd years, Skyler in even years
4. Independence Day (9AM until 6PM): Sara in odd years, Skyler in even years

5. Labor Day (9AM until 6PM): Skyler in odd years, Sara in even years
6. Thanksgiving (9AM until 6PM): Sara in odd years, Skyler in even years
7. Christmas Eve (9AM) through Christmas Day (6PM): Sara in odd years, Skyler in even years
8. Each parent shall have the child for their respective birthdays. Sara will have the child for Mother's Day. Skyler will have the child for Father's Day. Skyler will have the child for her birthday on even years, Sara will have the child for her birthday on odd years.

g. Summer: Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. In odd-numbered years, Skyler will have first choice of dates provided he gives his designation of dates no later than May 1. In even-numbered years, Sara will have first choice of dates, provided she gives her designation of dates no later than May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

h. Transportation: The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time will pick up the child at school or at the residence of the other when school is not in session at the time of an exchange.

i. Moves: The parties agree that each parent shall maintain their residence within fifty (50) miles of the other parent. The parents shall work together in good faith and through open

discussion to ensure that driving and travel responsibilities related to exchanges are divided in a fair, reasonable, and collaborative manner. When practical, the parties shall consider meeting halfway or selecting an exchange location that equitably balances distance and travel time for both parents. No party shall unreasonably refuse an exchange arrangement that is fair and consistent with these principles.

8. Mutual Restraining Orders re Child: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or from attempting to influence the child's preference regarding custody or parent time. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Neither party will interrogate or "pump" the child for information about parent time or the potential significant relationships of the other party. The parties will not put the child in the middle. The parties will not discuss with the child adult issues including any legal or financial related issues with the child. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money and ensure that each parent will be supportive and respectful of the other parent in the presence of the minor child. The parties will not use the child to send messages to the other for parent time issues but will discuss such issues directly with one another and outside the presence and hearing of the child. Both parties shall be restrained from making parent time arrangements or adjustments through the child. Neither party shall use corporal punishment as a form of discipline on the child. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic

violence or abuse against the other party or the minor child. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

9. Child Support: Sara is employed and capable of earning approximately \$5,833 per month. Skyler is employed and capable of earning approximately \$5,833 per month. Effective upon entry of the Decree of Divorce, based on the parties having an equal earning ability and equal parent time, neither party shall pay the other child support.

10. Childcare: Each parent shall share equally the reasonable work-related childcare expenses. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred. A parent who incurs childcare expense 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. A 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 notify the other of the childcare and expense, or change in childcare expense as required herein.

11. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of Skyler shall be primary, and the coverage of Sara will be secondary.

12. Medical and Dental Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

13. Division of Accounts. Pursuant to Utah Code 15-4-6.7 and prior to service being initiated, each party will elect that providers for dental, medical and school expenses will create separate accounts for each party to pay their half of the costs separately.

14. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if *both parties agreed in writing* to the activity in advance. 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 (30)

days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

15. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

16. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

17. Taxes: Commencing with the 2024 tax year, Skyler will claim the minor child on his annual tax return for even tax years and Sara will claim the child on her annual tax return for odd tax years. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year.

18. Alimony: Neither party shall be awarded alimony.

19. Real Property: There is no real estate to be divided.

20. Personal Property: The parties' personal property is divided and awarded to the party who presently possess it.

21. Bank Accounts: There are no joint bank accounts. Each party is awarded any bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.
22. Debts: There are no joint debts and each party will assume his/her own liabilities and obligations.
23. Retirement Accounts: Each party is awarded his and her own retirement account.
24. Former Name: The Mother's last name may be changed, if she so desires._
25. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.
26. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.
27. Liability for Enforcement Issues: In the event that either party defaults in her or his obligations, or must seek relief from the Court in the enforcement of the Decree of Divorce, the nonprevailing party shall be liable to the other party for all reasonable expenses, including attorneys' fees and court costs actually incurred.

*****COURT'S ELECTRONIC SIGNATURE APPEARS AT TOP OF FIRST PAGE*****

Approved as to form:

/s/ Scott Weight

Signed by K. Bradley Carr with Permission from

SCOTT WEIGHT

Attorney for Skylar Alcazar

NOTICE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, this Order 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 hereby certify that I caused to be served, via U.S. Mail, email and/or electronic filing notice, a true and correct copy of the foregoing on this 30th day of January, 2026 to the following:

Scott Weight

Attorney for Skylar Alcazar

/s/ Liz Rowley Hilst