

**4<sup>th</sup> DISTRICT COURT OF THE STATE OF UTAH  
FOR THE COUNTY OF UTAH  
FAMILY DIVISION**

---

**IN RE: THE MARRIAGE OF**

**Madison Christine White,**  
Petitioner,  
vs.  
**Edgar Ivan Hernandez Soria,**  
Respondent.

**CASE NO.: 244402709**

**JUDGE: Casey L. Wright**

**COMMISSIONER: Marion Ito**

---

**DECREE OF DIVORCE**

This matter came before the Court for final disposition pursuant to Utah law. The Court, having reviewed the pleadings, the **Marital Settlement Agreement**, the Exhibits attached thereto, and being fully advised in the premises, hereby enters the following Findings and Orders:

---

**I. JURISDICTION**

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Utah for the time required by law.
3. Venue is proper in Utah County.

**II. FINDINGS**

1. Petitioner **Madison Christine White** and Respondent **Edgar Ivan Hernandez Soria** were married on or about **July 10, 2023**, in Utah County, Utah.
2. The parties separated on or about **August 29, 2024**, and have lived separate and apart since that time.
3. The marriage is irretrievably broken and there is no reasonable likelihood of reconciliation.

4. The parties are the parents of one minor child:  
**Knox Navi Hernandez, born June 7, 2024.**
5. The parties freely and voluntarily entered into a **Marital Settlement Agreement**, including **Exhibit A (Parent-Time/Visitation)** and **Exhibit B**, after full financial disclosure.
6. The Court finds the Agreement to be **fair, equitable, and in the best interests of the minor child.**

### **III. DISSOLUTION OF MARRIAGE**

The marriage between **Madison Christine White** and **Edgar Ivan Hernandez Soria** is hereby **DISSOLVED**, and the parties are restored to the status of single persons.

### **IV. LEGAL AND PHYSICAL CUSTODY**

The parties agree that it is in the best interests of the minor child that the parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare, education. With this in mind, the parties agree that they shall have shared legal custody of the minor child and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare and other aspects of the upbringing of the minor child shall be made on a joint decision making basis. Subject to the parent-time provisions set forth herein, Petitioner shall have primary physical custody of the minor child.

### **V. PARENT-TIME**

The parties' agreement regarding visitation and time-sharing of the minor child is set out in more detail below. Each party shall be responsible for the transportation of the minor child at the beginning of their respective parenting time. Unless otherwise agreed, each party shall bear their own transportation costs.

### **VISITATION**

The parties have agreed to the following visitation schedule:

**General:** The word "minor child" references K.N.H.

**Weekday:** Respondent shall be entitled to unsupervised overnight weekday parent-time with the minor child each Tuesday. Respondent shall pick up the minor child from

Petitioner's residence at 7:00 p.m., and Petitioner shall retrieve the minor child from Respondent's residence on Wednesday at 3:00 p.m.

**Weekends:** Respondent shall be entitled to alternating weekend visitations with the parties' minor child. The weekend visitation shall be from 5:00 p.m. on Saturday to 3:00 p.m. on Sunday.

**Summer Parent-Time:**

In any summer month during which Edgar's mother is visiting, Edgar shall be entitled to one (1) uninterrupted week of parent-time with K.N.H., from 10:00 a.m. to 7:30 p.m. each day. This parent-time shall be in addition to any regular scheduled parent-time unless otherwise agreed by the parties.

**Holiday Parent-Time:**

The parties shall share holiday parent-time each year. Specific holidays shall be divided between the parties, with each parent exercising designated holidays in odd-numbered and even-numbered years as set forth below.

1. K.N.H. shall spend Mother's Day with Madison and Father's Day with Edgar.
2. K.N.H. shall spend Madison's birthday with Madison and Edgar's birthday with Edgar.
3. K.N.H. shall spend his birthday with Edgar in the first year following this order and with Madison the following year, alternating each year thereafter.

The holiday parent-time schedule shall supersede the regular weekly parent-time schedule.

At the conclusion of the holiday period, the parties shall resume the regular parent-time schedule unless otherwise agreed in writing.

The parties agree to alternate holiday parent-time as follows:

Odd-Numbered Years	
Respondent (Edgar)	Petitioner (Madison)
New Year's Day	Martin Luther King Jr. Day
Presidents' Day	Easter
Fourth of July	Memorial Day
Veterans Day	Labor Day

Christmas Day	Columbus Day Thanksgiving Christmas Eve New Year's Eve
<b>Even-Numbered Years</b>	
<b>Respondent (Edgar)</b>	<b>Petitioner (Madison)</b>
Martin Luther King Jr. Day Easter Memorial Day Labor Day Columbus Day Thanksgiving Christmas Eve New Year's Eve	New Year's Day Presidents' Day Fourth of July Veterans Day Christmas Day

The parties agree to mutually confer and agree as to the pick-up and drop-off times of the minor child's holiday parent-time as agreed to above.

**Miscellaneous:** The parties agree to mutually confer and agree as to the times and dates of the minor child's parent-time that is not specifically mentioned herein.

**Right of First Refusal:** In the event either party is unable to care for the minor child during his/her scheduled parent-time for a period of more than four (4) hours, that party shall immediately notify the other parent and provide the other parent the "Right of First Refusal" to care for the minor child. Once the requesting parent is able to pick up the minor child from the other parent's residence, he/she shall pick up the minor child at the other parent's residence and continue with the parent-time schedule as planned.

**Other:**

1. From February 23, 2026 – June 14, 2026, Ivan's parent-time will be as follows: Every Tuesday from 7:00 p.m. to Wednesday at 3:00 p.m. Every other Sunday from 10:00 a.m. to 6:00 p.m.

2. Starting June 15, 2026, Ivan's parent-time will be as follows: Every Tuesday from 7:00 p.m. to Wednesday at 3:00 p.m. (52 overnights per year). Every other Saturday from 5:00 p.m. to Sunday at 3:00 p.m. (27 overnights per year).
3. Additional elective overnights starting June 15, 2026: Both parties agree that Ivan shall be entitled to two (2) to three (3) additional overnight parent-time periods per month, as his work schedule reasonably allows (24–36 overnights per year). Ivan shall provide Madison with no less than seven (7) days' advance notice when requesting an additional elective overnight. Madison may decline a requested elective overnight if she has pre-existing significant plans involving K.N.H. during the requested time. If a request is declined for this reason, Madison shall notify Ivan within twenty-four (24) hours, and the parties shall confer in good faith to schedule comparable make-up overnight time to occur within three (3) weeks of the originally requested date.

## **VI. PARENTAL RIGHTS AND RESPONSIBILITIES**

The parties agree to the following with respect to each party's care of the minor child:

1. In the event of an emergency, serious illness or accident or other circumstance seriously affecting the child's health and general welfare, the party who has physical possession or control of the minor child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the child and/or the right to telephonic communication with the minor child.
2. In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the minor child's welfare which otherwise would be a joint decision of the parties.
3. Both parties shall be entitled to participate with and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the minor child is or may be engaged or involved.
4. Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the minor child and neither of them, at any time, shall in any manner disparage or criticize the other party, nor allow any other to do so or in the presence of the minor child. Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the minor child.
5. Each party shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor

child for any reason whatsoever and to be furnished upon written request with copies of any reports given to the other party. Each party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the minor child may attend or become associated with in any way.

6. **Communication:** Both parties agree to make good faith efforts to jointly resolve all matters concerning K.N.H., including medical, educational, and religious decisions. If an agreement cannot be reached, Madison shall have final say. If Ivan disputes Madison's final decision, both parties agree to first participate in mediation before either party may seek court intervention. Court action may be pursued if mediation does not resolve the issue.
7. Both parties agree to give at least 30 minutes' notice to the other party by phone or text if they are going to be late in picking up or dropping off, or in the case they are going to the other party's residence at a non-scheduled time.
8. Both parties agree to contact the other party regarding K.N.H. in case of an emergency. Both parties agree to allow K.N.H. phone access to the other party during their parent-time.
9. Ivan agrees to allow Madison to talk to K.N.H. on the phone during his parent-time if the child is emotionally distressed for an extended period of time.
10. Both parties agree to not make disparaging remarks about the other party in front of the child, or other children, nor will they allow others in the child's presence to do so.

**Notice of Address and Contact Information Changes:** Each parent shall keep the other parent informed of their current residential address, mailing address, telephone number, and email address. Each parent shall notify the other parent in writing of any change to this information within twenty-four (24) hours of the change. Each parent shall also provide the other parent with the current address, phone number, and contact information for the child's school, daycare provider, and healthcare providers, and shall promptly notify the other parent of any changes to that information.

**Authorized Contact:** Both parents shall ensure the other parent is listed as an authorized contact with the child's school, daycare, and medical providers unless prohibited by court order.

**Extracurricular Activities:** The parties agree that the minor child may participate in reasonable extracurricular activities. Both parties shall share equally (50/50) in the cost of agreed-upon extracurricular activities, including but not limited to registration fees, uniforms, equipment, and other necessary expenses. Prior to enrolling the child in any

extracurricular activity that involves a financial obligation, the enrolling parent shall obtain the other parent's agreement. Agreement may be made in writing, including text message or email. Each party shall be responsible for ensuring the child's attendance at scheduled extracurricular activities during their respective parent-time. Reimbursement for extracurricular expenses shall be made within fourteen (14) days of receipt of proof of payment, unless otherwise agreed by the parties. Neither party shall unreasonably withhold agreement to the child's participation in extracurricular activities that are in the child's best interest.

**Consistency in Parenting:** The parties acknowledge the importance of maintaining consistency between households for the benefit of the minor child. Each party shall make reasonable efforts to maintain similar routines, including but not limited to bedtime, meals, homework, discipline, and screen time. Neither party shall significantly alter the child's established routine in a manner that negatively impacts the child's well-being or adjustment between households. The parties agree to communicate regarding any substantial changes to the child's routine and to work in good faith to maintain stability. Both parties shall support the child's relationship with the other parent and shall not engage in conduct that undermines the child's adjustment between homes.

**Overnight Guests:** Neither party shall allow an unrelated adult with whom they are in a romantic relationship to stay overnight while the minor child is present unless the parties have been in a committed relationship for a minimum of twelve (12) months. Additionally, neither party shall introduce a new romantic partner to the minor child until the relationship has been ongoing for a minimum of six (6) months, ideally closer to twelve (12) months, such that the relationship is reasonably established as stable and committed. Both parties agree to exercise discretion and prioritize the child's emotional stability and well-being. Nothing in this provision shall apply to family members or platonic guests.

#### **Future Mediation at Age Three**

The parties agree that when K.N.H. turns three (3) years of age, they will return to mediation to review and, if necessary, renegotiate parent-time and any other issues that may have arisen. This agreement reflects the terms set forth in the parties' Memorandum of Understanding (MOU).

#### **VII. CHILD SUPPORT**

1. **Respondent Edgar Ivan Hernandez Soria** shall pay child support in the amount of **\$292.00 per month, commencing March 1, 2026.**

2. All child support payments shall be made through the **Utah Office of Recovery Services (ORS)**, which is authorized to collect, process, and disburse said payments in accordance with Utah law.
3. Immediate Income withholding is ordered unless otherwise modified by the Court.

### **No Direct Payments**

The obligor shall not receive credit for any child support payments made directly to the obligee outside of ORS, unless expressly ordered by the Court or acknowledged in writing by ORS. All payments must be made through ORS to be credited toward the obligor's support obligation.

### **Enforcement**

In the event that Edgar fails to make timely child support or arrears payments, ORS is authorized to take all enforcement actions permitted by law, including but not limited to income withholding, tax refund interception, liens, license suspension, and any other remedies available under Utah law.

### **Arrears**

1. The Court finds total arrears of **\$6,132.00**, with **\$5,039.16** previously paid.
2. Remaining arrears of **\$1,092.84** shall be paid at **\$47.52 per month** for 23 months beginning **April 1, 2026** and concluding **February 1, 2028**. All arrears payments shall be made through ORS.
3. Statutory interest applies pursuant to Utah law.

## **VIII. MEDICAL INSURANCE & EXPENSES**

1. Both parents should provide health care coverage, as defined by Utah Code Section 81-6-101, for the medical expenses of the child.
2. If health insurance for medical expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) should be responsible for maintaining insurance for their child.
3. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of the mother shall be primary coverage for the child and the health insurance plan of the father shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of



the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

4. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child, including deductibles and copayments.
5. Both parents shall share equally the out-of-pocket costs of the child's portion of the health insurance premium actually paid by the parent who maintains the health insurance.
6. Written verification of health insurance enrollment, health insurance premiums and any change in coverage or health insurance premiums shall be provided to the Office.
7. Unless and until verification is provided to the Office, no credit shall be given by the Office.

#### **IX. REIMBURSEMENTS**

Both parties agree that all reasonable medical, daycare, and school-related expenses incurred on behalf of K.N.H. shall be divided equally. The parent who incurs the expense shall provide the other parent with a copy of the bill and proof of payment within thirty (30) days of payment. The receiving parent shall reimburse one-half of the expense within thirty (30) days of receiving the documentation.

#### **X. SPOUSAL SUPPORT**

1. It is expressly agreed by the parties herein that each party relinquishes or waives any right or interests they have had as alimony, support or maintenance from the other, except as provided within the terms of this Agreement. This Agreement will replace any and all previous agreements between the parties and supersedes any temporary orders of any court which may be in effect.
2. In consideration of the above, and having regard for the parties' circumstances, including the duration of the marriage and the parties' skills, the parties herein specifically waive and relinquish any right to any form of spousal support, alimony or maintenance. Neither party shall receive spousal support from the other. The parties further waive any future right to modification of spousal support of any kind, temporary, permanent, periodic, rehabilitative, lump sum or any combination or form thereof, whether that right be provided by statute or any other regulation.

## **XI. PROPERTY & DEBTS**

**Personal Property.** The parties have previously distributed all of the personal property owned by them together, including household furnishings and furniture, so that at present, each party is the sole and exclusive owner of any and all personal property currently in their possession and all rights possessed by the other party in any such property is hereby and forever waived.

**Outstanding Debts, Charge Accounts and Credits.** Each party agrees to assume any and all debts and liabilities directly related to any property transferred to him/her pursuant to this Agreement. Each party shall be solely responsible for his/her own charge accounts, debts, obligations as currently in his/her own name and fees and costs arising therefrom. Each of the parties hereto represents that he/she has not contracted and will not hereafter contract any debts, charge or liability in the name or upon the credit of the other or for which the other or the estate of the other might or could become liable.

## **XII. TAX MATTERS**

1. **Dependency Tax Exemption.** The parties agree that the dependency tax exemption for the minor child shall be allocated on an alternating yearly basis. Respondent (Edgar) shall be entitled to claim the minor child in even-numbered tax years, and Petitioner shall be entitled to claim the minor child in odd-numbered tax years. Each party shall execute any and all documents necessary, including IRS Form 8332 or its equivalent, to effectuate this agreement. The parties agree to cooperate in a timely manner to ensure the appropriate party is able to claim the child for the applicable tax year. The right to claim the minor child is conditioned upon the claiming party being current on any court-ordered child support obligations as of December 31 of the applicable tax year.
2. Any liability related to prior joint tax returns shall be paid by Respondent as agreed.

## **XIII. ADDITIONAL ORDERS**

**Waiver of Dower and Inheritance Rights.** Each of the parties releases and waives any and all homestead, dower, curtesy, community property, equitable distribution and any other rights, title or interest either party has or may claim to have against the other arising out of or in any way connected to the marriage or the dissolution of the marriage. The parties acknowledge that this Agreement has substantially and equitably distributed all such marital assets appropriately. Each of the parties releases and waives any and all right to receive any property or rights from the estate of the other party, unless such right is created under a will or codicil to a will dated subsequent to the effective date of this Agreement.

**Bankruptcy.** The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

**Legal Representations.** Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

**Fees and Costs.** Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement or the dissolution of marriage proceeding. However, in the event that either party shall retain or engage an attorney or attorneys to collect, enforce, or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

#### XIV. FINALITY

This Decree constitutes a **final appealable order** resolving all claims between the parties.

#### XIV. SIGNATURES

DATED this 21 day of May, 2026.

Kasey Wright

Judge Kasey L. Wright

APPROVED AS TO FORM AND CONTENT:

PETITIONER

Madison White

Madison Christine White

Date: 04/05/26

OCR REPRESENTATIVE

Counsel for Office of Recovery Services

Date: \_\_\_\_\_

RESPONDENT

Edgar Ivan Hernandez Soria

Date: 04/05/26