

The Order of the Court is stated below:

Dated: June 08, 2026
02:49:17 PM

/s/ ANTHONY HOWELL
District Court Judge



Mari Alvarado, Esq. UT #15445
Brixton Hakes, Esq. UT#15613
ALVARADO TSOSIE & HAKES, PLLC
825 South 220 East
Orem, UT 84058
O (801) 375-0301
C (385) 625-8486
mari@alvaradotsosiehakes.com

Attorney for Respondent

IN THE FOURTH JUDICIAL DISTRICT COURT – PROVO
OF UTAH COUNTY, STATE OF UTAH

REMEDIOS CASTRO

Petitioner,

vs.

ALEJANDRO CASTRO-HERNANDEZ

Respondent.

1.

**DIVORCE DECREE
AND JUDGMENT**

Case No.: 254401402

Judge: SHAWN R. HOWELL

Commissioner: MARIAN ITO

THIS MATTER is before the Court on Petitioner's Remedios Castro, Verified Petition for Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, hereby:

ORDERS, ADJUDGES, AND DECREES

1. The parties are granted a divorce based on Petitioner's Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.
2. **Jurisdiction.** The parties are bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.
3. **Marriage.** The parties were married on February 2, 2003 in Provo, Utah.
4. **Grounds.** During the course of the marriage, the parties experienced irreconcilable differences which made the continuation of the marriage impossible.
5. **Children.** The following are minor children of the parties:
 - a.I.A.C., born April, 2011
 - b. A.J.C., born December, 2012
 - c.C.M.C., born January, 2016
 - d. J.J.C., born November, 2018
 - e.T. C., born August, 2020
5. **Home State.** Utah is the home state of said minor children pursuant to Utah Code §81-11-201.
6. **Custody Or Other Proceedings.** The parties know of no other proceeding involving these parties and children in this State or any other state.

PARENT TIME

7. **Physical Custody.** Mother should be awarded physical primary custody of the children, with Father having parent time every other Friday from 5:00 p.m. until the following Monday morning.

a. Transportation and exchanges. The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence at 8:00 a.m., unless they agree otherwise in writing.

b. Sunday Night Availability. If Father knows he will be unable to be with children from Sunday evening through 8:00 a.m., or when school begins, the following morning, he should provide Mother with as much notice as possible. In these cases, Mother should have the option of picking up the children at 7:00 p.m. on Sunday and keeping the children overnight.

c. Future Changes. If Alejandro's work schedule changes such that he is available to exercise more parent time during the week, the parties should return to mediation to discuss the possibility of expanding his parent time. Neither party may file a Petition to Modify on the issue of custody until they have attempted mediation.

8. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact their parents at any reasonable time.

9. **Summer Time.** Extended summer parent time should be according to Utah Code §81-9-302.

10. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-302. However, rather than splitting the Winter Break each year, Father should have the entire break on odd years and Mother should have the entire break on even years. For 2026 only, Mother should have President's Day and Father should have Martin Luther King Jr. Day; in all other years the parties will follow the standard schedule for those holidays.

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

12. **Relocation.** The parties should follow Utah Code §81-9-209.

13. **Legal Custody.** The parties shall have joint legal custody.

PARENTING PLAN

14. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

15. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

16. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they should attend mediation to try to resolve the issue.

17. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

18. **Notice of Incident.** The parties should notify the other of injury or accident involving the minor children as soon as reasonably possible.

19. **Children and Items.** Both parties shall return the minor children to the other parent in clean and presentable condition. The parties shall return any articles of clothing or item pertaining to the minor children in a timely and reasonable manner.

20. **Travel.** When the children travel with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and, the name and

telephone number of an available third person who would be knowledgeable of the children's location.

21. **Communication.** The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

22. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party. Both parents should be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. 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 minor children.

23. **Use of Substances.** Neither party should drink to the point of intoxication during their parent time.

24. **Right of First Refusal.** If either party cannot provide direct supervision for the children during their parent time for a period of overnight or longer, they should contact the other party and give them the option of taking the children. This should only apply to children who are under the age of 12. The parent who desires to exercise the option must notify the other parent within 48 hours of being notified. However, if a parent is on a trip out of state then they do not need to provide this option.

25. **Sleepovers.** In addition to the above provision, if either party leaves the children with a third party overnight, they should advise the other party of who the children are with, that person's address, and a phone number where the children can be reached.

26. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

CHILD SUPPORT AND EXPENSES

27. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107. The Mother's gross monthly imputed income is \$2,600. The Father's gross monthly income is \$5,373. Therefore, per the Sole Custody Worksheet, Father's monthly child support obligation should be \$1,357 per month.

28. **Payments and Arrears.** Payments shall begin the month following the signing of this Stipulation and shall be due in equal halves on the first and 15th of each month.

29. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208. Father currently provides said

Insurance.

a. Each parent shall share equally the out-of-pocket costs actually paid by a parent

for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 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.

c. 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.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of both parents, then each parent will cover the cost of their own plan.

e. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental 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 dependent children.

30. Division of Accounts. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

31. Childcare Expenses. The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement shall be made within 30 days of the receipt.

32. Dependency Exemption/Tax Credit. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are five qualifying children, Father will claim the two oldest children each year, Mother will claim the next two oldest, and they will alternate claiming the 5th. Mother will claim for odd tax years and Father will claim for even tax years.

b. While there are four qualifying children, Father will claim the two oldest children each year, Mother will claim the two youngest.

c. While there are three qualifying children, Father will claim the oldest each year, Mother will claim the next oldest, and they will alternate claiming the third. Mother will claim for odd tax years and Father will claim for even tax years.

d. While there are two qualifying children, Father will claim the oldest and Mother will claim the youngest.

e. While there is one qualifying child, Mother will claim for odd tax years and Father will claim for even tax years.

f. The party who owes child support must be current by December 31st of the tax year in question in order to be eligible to claim.

33. **Taxes.** The parties will file married, filing jointly for tax year 2025. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

34. **Alimony.** Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

PROPERTY AND ASSETS

35. **Marital Home.** The parties own a home located at 1066 West 1375 North, Orem UT 84057. The parties agree that Mother should have full possession and use of the home until the youngest child turns 18 or graduates high school, whichever occurs later. At the end of this time period, the house should be listed for sale using a mutually agreed-upon realtor. When the house sells, the parties should pay all realtor fees and closing costs, retire any remaining mortgage balance, and then equally divide any remaining proceeds.

a. Storage Area: Father should pay for the cost of installing a fence that runs from along the side of the shed, 2 feet away from the shed, from the back of the

property line to the back wall of the house. He should also pay for the cost of installing a post and swinging gate not more than 3-feet closer to the street from the back wall of the house. The swinging gate should span the entire length of the side yard. These should be installed by May 1st, 2026. He should also move any items that are in the exterior of the home into his storage area or off the property by that date. Father should be permitted to store whatever items he wishes in this enclosed area, including in the enclosed shed, as long as he complies with all city ordinances. Father may store vehicles in that space. However, Father is not permitted to work on or repair any vehicles in that space or elsewhere on the Property.

b. Monthly Costs: During this time period, Father and Mother should equally share the cost of the mortgage, property taxes, and property insurance each month. Mother will be solely responsible for the utilities and maintenance of the house.

c. Minor Damages: Mother will be solely responsible for the cost of any minor repairs.

d. Major Damages: The parties should use their insurance to pay for any major damages to the home. Once insurance is exhausted, the parties should be equally responsible for the cost of any major damages to the home, including roof replacement, water and heater system replacements, major plumbing issues, and unforeseen disasters such as rain flooding. However, the following exceptions should apply:

- i. After insurance, Mother should be solely responsible for any major damages she causes either intentionally or negligently.
- ii. After insurance, Mother should be solely responsible for any major damages the children cause intentionally.
- iii. If the children accidentally or negligently cause any major damages, the parties should do the following:
 - 1. Use insurance to pay as much of the repair cost as possible
 - 2. Equally split the cost of the deductible
 - 3. For any costs beyond the deductible, mother should pay 70% and Father should pay 30%.

e. Right of Entry. Father is prohibited from entering the home unless explicitly invited by Mother (not by the children), except in cases of emergencies such as fires. Similarly, Mother should not enter the enclosed storage area described above unless explicitly invited by Father, except in cases of emergencies such as fires.

f. Taxes. Each party may deduct 50% of their interest in the home on their own taxes.

g. Partners and Residents. During this time period, Mother may not allow any romantic partners or renters to live in the home, unless she is married to the new partner. In this event, the new partner will not have any claim of interest in the

home.

h. Tenants in Common. The parties agree to execute a deed to change their ownership in the home to Tenants in Common within 30 days of the entry of the Decree of Divorce with each having a 50% interest.

36. **Other Property.** Father will be awarded the two property lots in Las Animas, Guana Juato, Mexico. Mother will be awarded the 1.5 lots in Aberdeen, Idaho.

37. **Vehicles.** The parties' vehicles will be divided as follows:

- a. 2011 Honda Odyssey – to Mother
- b. 2008 Nissan Armada – to Mother
- c. 2009 Nissan Frontier – to Father
- d. 2003 Honda Accord – to Father, with understanding that he will transfer the vehicle to the oldest daughter, or else provide her with a different vehicle
- e. Two jet skis – to Father
- f. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles.

38. **Retirement Accounts.** The parties each represent that they have no retirement accounts that need to be divided.

39. **Business Interests.** Each party will keep any businesses registered in their own names.

40. **Cash & Savings Accounts.** Each party will keep any bank accounts in their own names.

41. **Debts.** With the exception of the house mortgage debt, which the parties will share, each

party should be solely responsible for any debts in their own names. Both parties shall hold the other harmless from any penalties associated with such debts. Father will be responsible for paying off the debt of approximately \$289 on the parties' joint UCCU card. Thereafter, he should remove Mother from the card and all UCCU joint accounts.

42. **Personal Property.** All other personal property will be divided as the parties agree. Respondent agrees to remove his items from the house within 2 weeks of the signing of this Stipulation.

43. **Settlement.** In settlement of all of the above, Father should pay Mother \$3,000. \$500 should be due on the day of the signing of this Stipulation. \$1,500 should be due two weeks following the signing of this Stipulation. The remaining \$1,000 should be paid in monthly installments of \$200, beginning in February 2026 and for four consecutive months thereafter.

44. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

45. **Maiden Name.** Mother's surname was Mosqueda prior to the marriage. She should have the option of restoring her name to Remedios Mosqueda, should she so desire.

46. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek

the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical. Notwithstanding the foregoing, the parties need not attend mediation before filing a Motion to Enforce.

47. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

48. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

49. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.

50. **Orders.** The parties acknowledge jurisdiction and the Court may enter Orders consistent herewith without further hearing.

OTHER RELIEF IF EQUITABLE AND JUST

51. The bonds of matrimony are now SEVERED.

Executed and entered by the Court as indicated by the date and seal at the top of this document.

APPROVED AS TO FORM: /s/ Gary Blatter Esq.
GARY BLATTER, ESQ.
Attorney for Petitioner
Electronically signed with consent

/s/ Mari Alvarado, Esq.
MARI ALVARADO, ESQ.
Attorney for Respondent

Notice of Intent to Submit Signature: Pursuant to Rule 7(f)(2) of the Utah Rules of Civil procedure, you are hereby notified that the forgoing will be sent to the Court for signing upon the expiration of five (5) days from the date of this notice, plus three (3) days if service is by mail, unless a written objection is filed with the Court prior to that time.