

Emily Nikole Avalos
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In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one) ☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case) Emily Nikole Avalos (name of Petitioner) and Erik Isreal Avalos-Villarreal (name of Respondent) Other parties (if any)	Divorce Decree 264401491 Case Number Kraig Powell Judge Marla Snow Commissioner (domestic cases)
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The court decrees:

Divorce

1. Emily Nikole Avalos is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Emily Nikole Avalos. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Emily Nikole Avalos** and **Erik Isreal Avalos-Villarreal** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Archer Hazel Avalos**

Date of Birth: **Oct 23, 2025**

b.

Child Name: **Amelia Grace Avalos**

Date of Birth: **Oct 23, 2025**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Archer Hazel Avalos**

Date of Birth: **Oct 23, 2025**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Oct 23, 2025**

Address: **940 East 1100 North, Orem, Utah 84097 United States**

(1).

Caretaker at this address: **Megan King**

Caretaker current address: **940 East 1100 North, Orem, Utah 84097 United**

States

(2).

Caretaker at this address: **Jennifer McIntyre**

Caretaker current address: **1039 East 1150 North, Pleasant Grove, Utah**

84062 United States

b.

Child Name: **Amelia Grace Avalos**

Date of Birth: **Oct 23, 2025**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Oct 23, 2025**

Address: **940 East 1100 North, Orem, Utah 84097 United States**

(1).

Caretaker at this address: **Megan King**

Caretaker current address: **940 East 1100 North, Orem, Utah 84097 United States**

(2).

Caretaker at this address: **Jennifer McIntyre**

Caretaker current address: **1039 East 1150 North, Pleasant Grove , Utah 84062 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Emily Nikole Avalos** and **Erik Isreal Avalos-Villarreal**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Emily Nikole Avalos** and **Erik Isreal Avalos-Villarreal** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Emily Nikole Avalos** and **Erik Isreal Avalos-Villarreal**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Emily Nikole Avalos** be awarded Sole Legal and Sole Physical custody **Erik Isreal Avalos-Villarreal** should have parent-time at reasonable times and places.

8. The parents will follow a custom parent-time schedule:

a. **Erik shall have visitation rights as follows: All transportation costs for visitations shall be paid by Erik. Utah law presumes that very young children should not be kept away from their primary care provider (Emily) for long**

periods of time. The Utah legislature has established a progressive parent time schedule for children less than five years of age. Parent-time must occur in the custodial parent's home until designated in this agreement. As the infants are over 5 months old but less than 9 months old, Erik's parental time will be a minimum of nine hours per week, divided into three, three-hour increments. No overnights. Parent-time for Erik will be increased at nine months of age, to one eight-hour visit and one three-hour visit each week. No overnights. At 2 years of age to 3.5 years of age there is no longer a requirement that parent-time must occur in Emily's home, and Erik is permitted to visit with the child via telephone and/or virtual parent-time. Visitation for Erik will be one 3 hour visit per week and one 8 hour visit per week. If Erik is not visiting in Emily's home, location services will be shared with Emily. When the children turn 3.5 years old until they are 4 years old, the schedule will be increased to one weekday 3 hour visit and alternating weekends beginning at 5:30 p.m. on Friday and ending at 7:30 p.m. on Saturday or as otherwise agreed upon by both parties. After the age of 4 years old, visitation for Erik will be one weekday evening visitation of 3 hours and alternating weekends beginning at 5:30 p.m. on Friday and ending at 7:30 p.m. on Sunday or as otherwise agreed upon by both parties. At this time Erik will also be allowed 1 week of non-interrupted parental time per year and 1 week of interrupted parental time per year. (Interrupted means that Emily will be allowed the same weekday visit as Erik normally gets. For example, a midweek evening visit from 5:30-8:30 pm). These 2 weeks will not be allowed consecutively but rather with at least 4 weeks between each requested week. Erik will let Emily know which two weeks he chooses by April 30 each year. Emily shall let Erik know whether or not she agrees by May 15 each year. Erik shall have preference for the 2 weeks during odd years. Emily shall have preference for the two weeks during even years. If Erik is not visiting in Emily's home, location services will be shared with Emily. From ages 5 years old and up, visitation for Erik will be one weekday evening visitation of 3 hours and alternating weekends beginning at 5:30 p.m. on Friday and ending at 7:30 p.m. on Sunday or as otherwise agreed upon by both parties. At this time Erik will also be allowed 2 weeks of non-interrupted parental time per year and 2 weeks of interrupted parental time per year. Unless otherwise agreed upon, the children may choose to return to the custodial parent at any time. (They will not be forced to stay if they don't want to unless it is impossible to return home due to Emily's work schedule or travel). (Interrupted means that Emily will be allowed the same weekday visit as Erik normally gets. For example, a midweek evening visit from 5:30-8:30 pm). Each 2 week period will be allowed consecutively with at least 4 weeks between each requested week. Erik will let Emily know which two weeks he

chooses by April 30 each year. Emily shall let Erik know whether or not she agrees by May 15 each year. Erik shall have preference for the 2 weeks during odd years. Emily shall have preference for the two weeks during even years. If Erik is not visiting in Emily's home, location services will be shared with Emily.

Other Visitation Provisions: Both parents will make best effort to provide childcare while the opposing parent is at work when desired. Visitation is intended for bonding time with Erik. If Erik requires childcare during his visitation for a period of time more than 3 hours due to work or other obligations, Erik must first offer Emily the opportunity to care for the children. If Emily is not available, Erik must use an individual on the approved list and will be responsible for charges incurred. Other individuals will be considered on a case by case basis. If the children are enrolled in formal, structured preschool or daycare, this rule does not apply.

Overnights: Children may never spend overnights with Erik in a location with male roommates. Children may never spend overnights with Erik in a location with a romantic partners present until the children are at least 5 years of age unless requirements below pertaining to romantic relationships have been met and the Erik is cohabitating with the new romantic partner full time. The custodial home may be used with Emily's permission for overnight visitation on occasion. If Erik is cohabitating with roommates during the time of visitation outside of the custodial home, visitation will be required to occur at a place agreed upon by both parents.

Romantic Partners: Erik will not introduce children to romantic partners until they have been in a public relationship that Emily is aware of for a minimum of 6 months. If Erik intends to make a new introduction to the children he shall notify Emily in writing 30 days prior to the introduction occurring. Erik will not allow/enable a romantic partner/spouse to be called mom by the children. Emily will make her best effort to prevent a romantic partner/spouse to be called Dad by the children. Neither party will engage in parental alienation or allow friends, family, or romantic partners/spouses to do so.

Contact Information: Each parent shall keep the other advised of his/her current residence, business address, telephone numbers (home, mobile, and work), email address, and the child's daycare provider. Both parents shall notify the other regarding any permanent changes to their work schedule. Neither parent shall telephone the other or address mail to the other at their place of employment except to discuss an emergency situation. Each parent will keep the other parent informed at all times of an emergency contact if that parent and/or the children will be out of town. If there are changes to any of the foregoing, the parent shall notify the other parent in writing of the change within one day.

Information about the Child: Parents are responsible for keeping themselves advised of all school, athletic, and social events in which

the child participates including but not limited to: school meetings, school conferences, extracurricular activities, and school pictures. Each parent shall make a reasonable effort to keep the other parent informed about all upcoming events in which the child participates. Each parent shall provide the other parent promptly with receipt of any significant information regarding the welfare of the child, including physical and mental health, performance in school, extracurricular activities, etc. Each parent shall promptly notify the other parent of all healthcare/medical care appointments prior to the appointment. Emergency Notification: Each parent shall notify the other promptly but in any event no later than 24 hours of receipt of extraordinary information regarding the children, such as emergency medical care, major school discipline, unusual or unexplained absence from the home, or contact with the police or other legal authority. Neither Parent to Request Decisions by Children: Neither parent shall ask a child to make decisions or requests involving the residential schedule. Neither parent shall discuss the residential schedule with the children except for the plans which have already been agreed to by both parents in advance. Neither Parent to Use Child for information: Neither parent shall use a child, directly or indirectly, to gather information about the other parent or tell verbal messages to the other parent. Routine of Children: Both parents shall try to maintain the children's regular routine and bedtime schedule during their residential time with them. Both parents shall facilitate this by providing timely information and updates about the children's schedule and routines. Children's Belongings: A child's clothing, toys and other personal effects (i.e., portable electronic devices, cell phones, comfort items, meaningful possessions) shall be considered their personal property and that child shall be free to alternate their belongings between households. Scheduling of Extracurricular Activities: Each parent shall have the right and responsibility to ensure that the children attend school or other scheduled activities while in that parent's care, unless said child is on a scheduled vacation. Each parent will make arrangements to keep themselves informed of the child's athletic, social and extracurricular activities. Second-Hand Smoke: Both parents shall do their best to avoid exposing the children to second-hand smoke. There will be no smoking in the residence or vehicle by any individual, including guests, while the child is present. Tattoos/Piercings: The child shall not obtain any piercings, tattoos, etc. without agreement from both parties. Timely Exchanges: The children shall be prepared to depart at the scheduled exchange time. Unless otherwise agreed upon and absent an emergency, if the receiving parent is more than 20 minutes late for the exchange, that parent forfeits the residential time and the other parent is not required to wait at the exchange location. Supervision: Each parent shall

provide the other parent with the name and contact information, including telephone number, of any person providing childcare, including if the parties use their own children for childcare. **Safety:** Parents will each provide reasonable safety measures such as appropriately child-proofed homes, mandatory seatbelt use, mandatory bike/scooter/etc. helmet use, and follow all water safety protocols such as active adult supervision in and around water. The children shall not have access to guns in either parental home or any homes they visit. Guns must be locked in a safe or have a trigger lock and kept out of the reach of the children. **Legal Documents:** Emily will hold all legal documents of the children's including but not limited to passports, social security cards and birth certificates.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Erik Isreal Avalos-Villarreal	Emily Nikole Avalos
Dr. Martin Luther King Jr. Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Never	Always
Presidents' Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Never	Always

Holiday	Period	Erik Isreal Avalos-Villarreal	Emily Nikole Avalos
Spring Break	Children under five: NA Children five and older: (1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	To be discussed	Minimum Odd Years
Memorial Day	Children under five: NA Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years unless Emily has informed Erik of travel plans that conflict	Odd years
Mother's Day	Children under five: (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m. Children five and older: (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	Never	Always
Father's Day	Children under five: (1) Holiday begins at 9a.m. on Father's Day. (2) Holiday ends on Father's Day at 8 p.m.. Children five and older: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8 p.m..	Always unless Emily has informed Erik of travel plans that conflict	Never unless Emily is traveling with the minor children
Juneteenth National Freedom Day	Children under five: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day. Children five and older: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Never	Always

Holiday	Period	Erik Isreal Avalos-Villarreal	Emily Nikole Avalos
Independence Day	Children under five: (1) Holiday begins on July 4th at 5 p.m. (2) Holiday ends on July 4th at 10 p.m. Children five and older: (1) Holiday begins on July 3rd at 5 p.m. (2) Holiday ends on July 5th at 5 p.m.	Odd years unless Emily has informed Erik of travel plans that conflict	Even years
Pioneer Day	Children under five: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m. Children five and older: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Never	Always
Labor Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Never	Always
Fall Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Never	Always
Halloween	Children under five: (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins. Children five and older: (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years unless Emily has informed Erik of travel plans that conflict	Odd years
Thanksgiving	Children under five: (1) Holiday begins at 9 a.m.	Odd years unless Emily has	Even years

Holiday	Period	Erik Isreal Avalos-Villarreal	Emily Nikole Avalos
	(2) Holiday ends at 8 p.m. Children five and older: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	informed Erik of travel plans that conflict	
Christmas Eve/Christmas Day	Children under five: (1) Holiday begins at 3p.m. on December 24 (2) Holiday ends at 1pm on December 25. Children five and older: (1) Holiday begins at 3p.m. on December 24 (2) Holiday ends at 1pm on December 25.	Even years unless Emily has informed Erik of travel plans that conflict	Odd years
Day of Minor Child's Birthday	Children under five: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. Children five and older: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Odd years unless Emily has informed Erik of travel plans with the minor children that conflict	Even years
NA	Children under five: NA Children five and older: NA	NA	NA
NA	Children under five: NA Children five and older: NA	NA	NA

Holiday	Period	Noncustodial Years	Custodial Years
Each party shall make best efforts and use good faith to accommodate all holiday schedules to provide for what is in the best interests of the child(ren).	As necessary per holiday.	N/A	N/A

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a

child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Emily Nikole Avalos's** home residence.

14. Emily Nikole Avalos and Erik Isreal Avalos-Villarreal has authority to check the children out of school. Emily Nikole Avalos and Erik Isreal Avalos-Villarreal has access to the children during school. If the parents cannot agree, education decisions will be made by Emily Nikole Avalos.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

18. Other terms about communication with the children: **Erik will not introduce children to romantic partners until they have been in a public relationship that Emily is aware of for a minimum of 6 months. If Erik intends to make a new introduction to the children he shall notify Emily in writing 30 days prior to the introduction occurring. Erik will not allow/enable a romantic partner/spouse to be called mom by the children. Emily will make her best effort to prevent a romantic partner/spouse to be called Dad by the children. Neither party will engage in parental alienation or allow friends, family, or romantic partners/spouses to do so.**

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **5** days, the parent arranging the travel will notify the other parent at least **7** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **3** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **Emily intends to continue traveling frequently with the children. Erik agrees it is in the best interest of the children to continue traveling when possible. Itineraries must be provided to Erik prior to departure and avoid areas with State advisories with the exception of Vidanta properties in Mexico. Any missed parent time will be made up within 30 days if so desired.**

Child care

23. A child care provider for our children must be:

A relative, friend, or neighbor.

24. Other terms about child care: **People who may provide childcare include for Erik: an immediate family member or grandparent. Megan King or anyone from the Newman family. Kristen Larsen. Any other family member, friend, or licensed child care provider as agreed upon by both parties. This rule does not apply to Emily as she bears a greater burden to obtain childcare. People who may not provide childcare include: The woman known to Emily as Shay Addison.**

Relocation of a parent

25. Neither parent may relocate with the minor children more than **500** miles from their current residence without a written agreement signed by the parties or further court order.

26. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Emily Nikole Avalos) (Utah Code 81-6-203)

29. **Emily Nikole Avalos's** gross monthly income for child support purposes is **\$5376**. **Emily Nikole Avalos** base child support amount using the **sole** custody calculation is **\$922**. **Emily Nikole Avalos** receives the following gross monthly income:

Income: Respondent (Erik Isreal Avalos-Villarreal) (Utah Code 81-6-203)

30. **Erik Isreal Avalos-Villarreal's** gross monthly income for child support purposes is **\$4243**. **Erik Isreal Avalos-Villarreal's** base child support amount using the **sole** custody calculation is **\$724**. **Erik Isreal Avalos-Villarreal** receives the following gross monthly income:

31. The adjusted gross monthly income for **Erik Isreal Avalos-Villarreal** is **\$4243**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

32. It is in the best interest of the children that **Erik Isreal Avalos-Villarreal** be ordered to pay child support to **Emily Nikole Avalos** as follows:

a. **\$724.00** per month base support. This amount complies with the Utah Child Support Act.

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. The **sole** custody worksheet was used to calculate child support.

Emily Nikole Avalos's base child support amount is **\$922** per month.

Erik Isreal Avalos-Villarreal's base child support amount is **\$724** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

35. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child

who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)). The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

36. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

37. Child support will be paid as follows:

Transfer to Emily's Bank Account

38. The issue of past-due child support may be decided by future court or administrative action.

39. **Emily Nikole Avalos** and **Erik Isreal Avalos-Villarreal** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Emily Nikole Avalos**, **Erik Isreal Avalos-Villarreal** will reimburse **Emily Nikole Avalos** for half the fee.

40. The parties must notify each other within 30 days of any change in their income.

41. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

42. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

43. The parties will do the following for child related support or expenses:

a. Erik will pay half of Amelia and Archers health insurance cost which currently is

equal to \$30 every 2 weeks. This amount can/will be modified due to inflation or change in insurance with proof provided.

b. Erik will pay half of any co-pays incurred by Amelia and Archer for all healthcare needs.

44. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

45. **Emily Nikole Avalos** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

46. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

47. **Emily Nikole Avalos** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Emily Nikole Avalos's** insurance will be primary coverage.
- **Erik Isreal Avalos-Villarreal's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Emily Nikole Avalos's** spouse's insurance will be primary coverage.
- **Erik Isreal Avalos-Villarreal's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the

expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

48. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

49. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Volkswagen**

Model: **Tiguan SE**

VIN: **3VV2B7AXXMM019392**

Owner (before divorce): **Emily Avalos or Erik Avalos-Villarreal**

Current value: **\$16,740.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Emily Nikole Avalos**

Loan: **N/A**

b.

Year: **2019**

Make: **Volkswagen**

Model: **Tiguan SE**

VIN: **3VV2B7AX3KM183872**

Owner (before divorce): **Emily Avalos**

Current value: **\$13,550.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Erik Isreal Avalos-Villarreal**

Loan: **N/A**

52. This other property will be divided as follows:

Emily will be granted sole legal and physical custody of animals Jay, Hazel and Willow. Animal will not be removed from the home by Erik unless otherwise agreed upon.

Debts

53. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Other Debt

a.

Account Number: **none**

Institution Name: **Jennifer McIntyre**

Address: **1375 East 800 North Ste 205 Orem, UT 84097**

Amount owed on debt (in US Dollars): **\$5,000.00**

Minimum Monthly Payment (in US Dollars): **\$250.00**

Owner: **Erik Avalos-Villarreal**

The debt will be paid as follows: **Erik Isreal Avalos-Villarreal will pay the entire debt. Erik Isreal Avalos-Villarreal will provide a copy of the divorce decree to the lender.**

b.

Account Number: **0379**

Institution Name: **Central Research Inc.- Federal Student Aid**

Address: **CRI P.O. Box 83106 Lincoln, NE 68501-3106**

Amount owed on debt (in US Dollars): **\$24,007.92**

Minimum Monthly Payment (in US Dollars): **\$257.30**

Owner: **Emily Avalos**

The debt will be paid as follows: **Emily Nikole Avalos will pay the entire debt. Emily Nikole Avalos will provide a copy of the divorce decree to the lender.**

c.

Account Number: **4618**

Institution Name: **AidVantage**

Address: **P.O. Box 4450 Portland, OR 97208-4450**

Amount owed on debt (in US Dollars): **\$46,265.83**

Minimum Monthly Payment (in US Dollars): **\$200.00**

Owner: **Erik Avalos-Villarreal**

The debt will be paid as follows: **Erik Isreal Avalos-Villarreal will pay the entire debt. Erik Isreal Avalos-Villarreal will provide a copy of the divorce decree to the lender.**

Real property

54. The parties acquired the following real property during the marriage:

a.

Description: **Home**

Address: **940 East 1100 North, Orem, Utah, Utah 84097 United States**

Tax ID: **480450045**

Legal Description: **LOT 45, PLAT "B", ORCHARD VILLAGE SUBDIVISION.**

AREA 0.208 AC.

Date property acquired: **Jun 2, 2022**

Names on title: **Jennifer McIntyre and Emily Avalos**

Original cost: **\$552,000**

Current value: **\$555,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Zillow**

Disposal: **Emily Nikole Avalos will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Jennifer McIntyre and Emily Avalos**

Date mortgage acquired: **Jun 2, 2022**

Mortgage balance: **\$332,691.00**

Monthly payment: **\$2,675.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Emily Nikole Avalos will pay the entire debt. Emily Nikole Avalos will provide a copy of the divorce**

decree to the lender.

ii.

Creditor: **N/A**

Names on mortgage: **Jennifer McIntyre**

Date mortgage acquired: **Jun 2, 2022**

Mortgage balance: **\$160,000.00**

Monthly payment: **\$500.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Emily Nikole Avalos will pay the entire debt. Emily Nikole Avalos will provide a copy of the divorce decree to the lender.**

Alimony

55. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

56. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

57. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **none**

Plan Name: **Thrifts Savings Plan Uniform Services**

Plan Administrator: **Federal Retirement Thrift Investment Board (FRTIB)**

Company Name: **Thrift Savings Plan**

Address: **PO Box 1600 Newark, NJ 07101**

Date Opened: **Aug 14, 2017**

Plan Value: **\$23440.68**

This plan is in the name of: **Erik Isreal Avalos-Villarreal**

Divide as follows: **The entire account should be awarded to Erik Isreal Avalos-Villarreal.**

b.

Account Number: **none**

Plan Name: **Intermountain 401(K) Plan**

Plan Administrator: **T.RowePrice**

Company Name: **T.RowePrice**

Address: **307 Point Street, Baltimore, MD 21231**

Date Opened: **Apr 3, 2023**

Plan Value: **\$20989.9**

This plan is in the name of: **Erik Isreal Avalos-Villarreal**

Divide as follows: **The entire account should be awarded to Erik Isreal Avalos-Villarreal.**

c.

Account Number: **none**

Plan Name: **Intermountain 401(K) Plan**

Plan Administrator: **T.RowePrice**

Company Name: **T.RowePrice**

Address: **307 Point Street, Baltimore, MD 21231**

Date Opened: **Mar 4, 2024**

Plan Value: **\$15354.77**

This plan is in the name of: **Emily Nikole Avalos**

Divide as follows: **The entire account should be awarded to Emily Nikole Avalos.**

d.

Account Number: **1960**

Plan Name: **Brokerage Schwab One Account**

Plan Administrator: **Charles Schwab**

Company Name: **Charles Schwab**

Address: **P.O. Box 982600, El Paso, TX 79998-2600**

Date Opened: **May 31, 2024**

Plan Value: **\$9858.88**

This plan is in the name of: **Emily Nikole Avalos**

Divide as follows: **The entire account should be awarded to Emily Nikole Avalos.**

e.

Account Number: **0215**

Plan Name: **IRA**

Plan Administrator: **Charles Schwab**

Company Name: **Charles Schwab**

Address: **P.O. Box 982600, El Paso, TX 79998-2600**

Date Opened: **Aug 31, 2024**

Plan Value: **\$2774.26**

This plan is in the name of: **Emily Nikole Avalos**
Divide as follows: **The entire account should be awarded to Emily Nikole Avalos.**

f.

Account Number: **5554**
Plan Name: **Brokerage Schwab One Account**
Plan Administrator: **Charles Schwab**
Company Name: **Charles Schwab**
Address: **P.O. Box 982600, El Paso, TX 79998-2600**
Date Opened: **May 31, 2024**
Plan Value: **\$3663.43**

This plan is in the name of: **Erik Isreal Avalos-Villarreal**
Divide as follows: **The entire account should be awarded to Erik Isreal Avalos-Villarreal.**

Duty to sign documents

58. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

July 2, 2026
Date

Signature ►

Kray Bonnell

Judge

Kray Bonnell

Date

Signature ►

Commissioner



Approved as to Form.

Other Party
Signature ►

[Signature]

Other Party
Name Erik Isreal Avalos-Villarreal

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Erik Avalos**

Method of service: **Hand Delivery**

Address: **940 East 1100 North Orem, UT 84097**

Date of Service: **Jun 14, 2026**

06/14/2026

Date

Signature



Emily Avalos

Printed
Name

Emily Avalos

FILED

JUN 16 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY