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

IN THE MATTER OF THE MARRIAGE OF
ABIGALE HUTCHINGS AND JOSUE
JIMENZ GARCIA

DECREE OF DIVORCE

CIVIL NO. 254402336
JUDGE: SHAWN R. HOWELL
COMMISSIONER: MARLA SNOW

The Court having reviewed the file and for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law now hereby:

ORDERS ADJUDGES AND DECREES

1. The parties' marital relationship is dissolved. The parties are hereby divorced on the grounds of irreconcilable differences.

Jurisdiction, Venue and Grounds

2. Petitioner Abigale Hutchings is a resident of Utah County, state of Utah, and has been for more than three months prior to filing the Sworn Petition for Divorce.

3. Respondent Josue Jimenez Garcia is a resident of Utah County, state of Utah, and has been for more than three months prior to the filing of the Sworn Petition for Divorce.

4. The parties were married on August 10, 2011, and are presently married.
5. During the marriage, the parties encountered irreconcilable differences which made continuation of the marriage impossible. The parties shall be granted a divorce on the grounds of irreconcilable differences.
6. The parties have three minor children as issue of the marriage: I.O.B., born June 2011; Z.A.B., born May 2015; and A.B., born May 2017.

Child Custody

7. The minor children have lived in Utah for more than six months prior to the filing of the Verified Petition. Utah is the home state of the minor children pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCA 81-11-101 et seq.
8. Currently Abigale receives state assistance for the parties' minor children.
9. Pursuant to Utah Rule of Civil Procedure 100(a), a protective-order case between parties has been dismissed with prejudice: namely Abigale Hutchings v. Josue Jimenez Garcia, Case No. 254402089, Fourth Judicial District, Provo, Utah County, State of Utah. The parties stipulated to a Mutual Restraining Order in this matter, which was signed by the Court on December 10, 2025.
10. The parties shall be granted joint legal custody, subject to the parenting plan below.
11. The parties are awarded joint physical custody.
12. Parent-time shall start immediately.
13. Parent-time shall be as the parties may agree. If the parties cannot agree, the parties shall share parent-time in accordance with UCA 81-9-303, as set forth below.

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Abigale	Abigale	Abigale	Josue	Josue	Josue	Josue
Abigale	Abigale	Abigale	Josue	Abigale	Abigale	Abigale

14. Until further agreement between the parties, pickups and drop-offs shall occur at the Lehi Police Station. When the parties have agreed to a different pickup/drop-off location, pickups and drop-offs shall be curbside with the party beginning parent-time responsible for picking up the child.

a. Curbside pickup means that the parent beginning parent-time drives to the other parent's house and parks their vehicle at the curb. The other parent then sends the children to the vehicle.

b. At no point during the pickup shall either parent have contact with the other.

c. The receiving parent shall remain in his or her vehicle and the other parent shall remain within touching distance of the door.

15. Abigale's home shall be designated the children's primary residence for purposes of determining which school the child shall attend.

16. Josue will provide Abigale with photos showing the children's living space at his current residence.

17. The parties agree to follow the Parenting Plan set forth below.

PARENTING PLAN

18. Sharing of Information: Both parents shall be provided complete access to all records of the children. The parents shall share with each information on the children's development, education, healthcare, church, extracurricular, and other activities.

19. Decision-Making: Each parent shall have the right to make day-to-day decisions concerning the children while they are in the care of that parent. For all other decisions regarding

the children, the parents shall cooperate and work together to make joint decisions that are in the best interest of their children.

20. The parents shall inform each other when issues arise regarding the children. Both parents shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other parent.

21. Dispute Resolution: The parties will follow the steps set forth above and make a good-faith effort to resolve any parenting dispute. In the event of a parenting dispute that they are unable to resolve, other than a dispute over the enforcement of parent-time, the parties must attend mediation prior to bringing the matter to the Court. Neither party shall have the final decision-making authority. If the parties are unable to agree at mediation the issue may be adjudicated by the Court.

22. Telephone Contact: Telephone contact between a parent and a child shall be at reasonable hours and for a reasonable duration.

23. Communication Between Parents: The parties shall communicate only about the children. All communications shall be through OurFamilyWizard (OFW). OFW shall also be used to share calendars, schedules, bills, etc.

24. Relocation: If a parent relocates more than 150 miles from the residence of the other parent, the parties will follow the provisions of UCA 81-9-209.

25. Each party shall be required to give notice to the other of any change of address within 24 hours.

26. Traveling with minor children: Neither party may engage in non-routine travel with the children without informing the other party. The following information must be provided to the

other party:

- a. An itinerary of travel dates and destinations;
- b. How to contact the children or traveling party; and
- c. The name and telephone number of an available third person who will know the children's location

27. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to UCA 81-9-303 as follows:

HOLIDAY PARENT-TIME

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.

Mother	Father	Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	Juneteenth (1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.

Father	Mother	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Mother	Father	Labor Day (1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.
Mother	Father	Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	Halloween (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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Father	Mother	Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.
Mother	Father	First Half of Christmas Vacation (1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.

Father	Mother	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.
Mother	Father	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Mother	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Father	Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.
Mother	Mother	Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.

EXTENDED PARENT-TIME

Father/Mother	Each parent shall have 14 days of uninterrupted parent-time during the summer break, which may be consecutive.
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	Josue shall have first choice of his 14 days in even years and shall inform Abigale of his election by May 1; Abigale shall have first choice of her 14 days in odd years and shall inform Josue of her election by May 1. In each year the parent with second choice will inform the other parent of his or her uninterrupted time by May 15.
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28. The parties shall follow the parenting plan requirements in UCA 81-9-203, and the advisory guidelines found in UCA 81-9-202.

END PARENTING PLAN

Child Support

29. Josue works for Lion Energy. His gross monthly income is set at \$6,923.00 per month.

30. Abigale receives Social Security Disability Insurance benefits. Her gross monthly income is set at \$1,007 per month.

31. Based on the parties' overnights, with Abigale having 220 overnights and Josue having 145 overnights, as well as the parties' incomes and the statutory schedules, Josue shall pay child support in the amount of \$1,138 per month. Child support shall start on March 1, 2026.

32. Pursuant to UCA 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

33. Pursuant to UCA 81-6-212(5), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

34. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with UCA 78A-6-801.

35. Health and Dental Insurance: Josue shall maintain medical insurance on behalf of the minor children so long as it remains available to him at his place of employment at a reasonable expense. Abigale shall be responsible for one-half the minor children's medical insurance premiums.

36. In the event that Abigale obtains insurance, and Josue does not have the children covered, Josue shall compensate Abigale for one-half the cost of the minor children's premium. In the event that both parties have medical coverage for the minor children, each party shall pay their own cost and neither party shall compensate the other.

37. Josue and Abigale shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in UCA 81-6-208.

Moreover, the parties shall provide each other with executed claim forms, medical cards, insurance information, and other assistance necessary to insure the prompt payment of the insured portions of such claims within one (1) week of any change of those policies or within one (1) week of receipt of said materials.

38. The party obtaining insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, as set forth in UCA 81-6-208.

39. The parties shall provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in UCA 81-6-208.

40. Pursuant to UCA 81-6-208, at any time when the parties are sharing the cost of the health insurance premium, the children's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

41. Pursuant to UCA 81-6-208, 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 plan of Josue shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Abigale shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent'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. These provisions apply unless the parties determine the reverse is most cost-effective and so agree in writing.

42. Josue and Abigale shall divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses that are incurred on behalf of the minor children and not covered by insurance as set forth in UCA 81-6-208.

43. The parent who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification of the cost within thirty (30) days of payment, as set forth in UCA 81-6-208.

44. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent as set forth in UCA 81-6-208.

45. Notice to Medical/Dental Expense Creditors: Pursuant to UCA 15-4-6.7, UCA 81-3-105, and UCA 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of the minor children pursuant to UCA 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under UCA 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

a. Each party shall send a copy of the *Decree of Divorce* to the creditor of the

particular medical or dental expense of the minor child(ren);

b. Notify the particular creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UCA 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

46. Childcare Expenses: Pursuant to UCA 81-6-209, the parties shall share equally the actually incurred, reasonable, work-related childcare expenses.

47. Pursuant to UCA 81-6-209, if a party incurs a childcare expense for the parties' minor child, they shall provide written verification of the childcare provider, their contact information, and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense. If written verification of the cost, identity and contact information of the provider are not provided within thirty (30) calendar days, the party incurring the childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses.

48. Tax Credit: Because Abigale has no earned income, relies on Social Security Disability, and pays no taxes, Josue may claim the minor children for the child tax credit each year. If Josue is not current with child support on December 31 of a calendar year he may not claim the tax

credit for that year. In the event Abigale becomes employed the parties may determine in writing whether and how to share the tax credit, with the assumption that it shall be shared as equally as possible.

49. Mutual Restraining Orders: The parties shall be restrained from disparaging the other party to or in the presence of the minor child and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the minor child and are to instruct third parties to also be so restrained.

50. Josue and Abigale shall be permanently restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., contacting the other party's significant other, and unplanned visits at the other's place of residence or place of employment.

51. When the child is under the party's care, the party has a duty to use best efforts to prevent third parties from doing what the parties are prohibited from doing under this order or the party must remove the child from those third parties.

Division of Personal Property

52. During the marriage, the parties accumulated personal property. The property shall be divided as the parties shall agree; if the parties are unable to agree they shall be ordered to attend mediation.

53. Josue may retrieve his personal belongings from Abigale's house, with the escort of a police officer:

a. Elk hide (gift from friend)

b. Personal tools.

54. Each party shall be solely responsible for any debt associated with any item of property which is granted to that party and shall indemnify and hold the other party harmless therefrom.

55. Abigale is granted her vehicle, free and clear of any claim by Josue. Abigale shall be responsible for making the payments on her vehicle.

56. Josue is granted his truck and trailer, free and clear of any claim by Abigale. Josue shall take any steps necessary to remove Abigale from the title and the debt associated with these items, and Abigale will sign any documents and cooperate in order to remove herself from the title(s) and loan.

57. Each party shall be granted any property he or she acquires after their separation, free and clear of any claim by the other party.

Division of Financial and Retirement Accounts

58. During the marriage, the parties did not accumulate any retirement or other financial accounts.

59. The parties' checking and savings accounts have already been divided and no further division is required. The parties' joint account may remain open so that that Josue may deposit child support for Abigale to withdraw.

60. The parties will cooperate to divide the utilities, cell phone plan, and other joint obligations so that the party who uses the utility or cell phone is responsible for paying that obligation. Josue may cancel the insurance on Abigale's vehicle as well as the rental insurance on Abigale's housing. Abigale will sign any documents necessary and will otherwise cooperate in

order to effectuate the division/separation of utilities and cell phone plans.

Allocation of Debt

- 61. The parties did not incur any marital debts during the marriage.
- 62. Each party shall be solely responsible for any debt incurred in his or her name during the marriage. If either party incurred debts after separation, that debt shall be the sole responsibility of the party who incurred it.
- 63. The parties may have medical debt. Each party shall be 100% responsible for medical debt incurred for his or her own care. Medical debt related to the children's care shall be divided 50/50 between the parties.
- 64. Josue is responsible for the IRS debt. Abigale will furnish Josue with copies of the parties' recent tax returns as well as any notices from the IRS so that Josue may pay any such debts.
- 65. Each party shall be solely responsible for any debt attached to personal property owned or controlled by that party.

Division of Real Property

- 66. During the marriage, the parties did not acquire any real property.

Alimony

- 67. Abigale has a need for alimony and Josue is able to pay alimony.
- 68. Josue will pay \$500 per month for five years as alimony.
- 69. Alimony begins on June 1, 2026.
- 70. Alimony automatically terminates upon the occurrence of:
 - a. Abigale remarries or cohabitates as defined under Utah law;

b. The death of either party;

c. May 31, 2031.

Other Provisions

71. Each party shall pay their own attorney fees.

72. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

73. Identity Theft: Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

74. Documentation: Each party shall cooperate with the other, through counsel or otherwise, to effect changes and title to property divided hereunder, to close all joint banking, charge, or other financial services accounts (including securities accounts), to change the names and responsibilities for payment on charge accounts and other debts and obligations divided herein, and to cooperate in each and every other way necessary and proper to ensure that the terms set forth herein are carried out in every detail as expeditiously as is practicable under the circumstances.

SO ORDERED.

*Order becomes effective on the date of
electronically added signature and seal on page one.*

APPROVED AS TO FORM:

/s/ Truman Henderson
Truman Henderson, Attorney for Abigale Hutchings
*Electronically signed by Russell Gray with
permission of Truman Henderson*

*****Pursuant to URCP 7, this document will be submitted for signature if no objection is raised within one week of service. *****

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of June 2026, a true and correct copy of the foregoing document was served upon the following via email to:

Truman Henderson
Attorney for Abigale Hutchings

/s/ Diana Krautner
Diana Krautner
Paralegal to Russell Gray