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Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT,
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Blvd., Provo, UT 84601

IN THE MATTER OF THE MARRIAGE
OF

MAYA, Stephanny,
Petitioner

and

JUAREZ, Ignacio,
Respondent

**DIVORCE DECREE AND
JUDGMENT**

Case No. 264400334

Judge Hon. KRAIG POWELL

Commissioner ITO, MARIAN

The above-entitled matter has been presented to the Court. Upon the Findings of Fact and Conclusions of Law, the court, therefore, enters this Decree of Divorce and Judgment. The Court, having previously found and entered its Findings of Facts and Conclusions of Law, now:

ORDERED, ADJUDGED, AND DECREED

1. Residency: The Mother is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.

2. Marriage: The parties married on November 26, 2016, in Utah

County, State of Utah. The parties are currently married. The parties separated on or about November 24, 2025.

3. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

4. Children: There are three (3) minor children of this marriage: G.A.M.J. born 12/2018; A.J. born 05/2019; and G.A.J. born 02/2023.

5. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.

6. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

7. Decisions & Dispute Resolution: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety,

religion, and education. If the parties disagree on a major decision regarding the children, the Mother will make the final decision, subject to the Father's right to file a motion with the court to review the decision.

8. Educational Plan: Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time. The children will attend school based on the Mother's residence.

9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

10. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature.

11. Communication with Children: Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the children are not available when a parent calls, then the party with parent time will initiate or have the children initiate

return contact the same day (if reasonably possible), but not later than 24 hours. The children may initiate contact with either parent at any reasonable times and durations.

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

13. Physical Custody: The parties will be awarded joint physical custody of the minor children. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time will be pursuant to Utah Code 81-9-303. The Father elects Thursdays as his mid-week overnight (until the time school starts or 8:00 am if there is no school), and parties will alternate weekends from Fridays to Monday mornings (until the time school starts or 8:00 am if there is no school). See Utah Code 81-9-303 for details.

- a. This arrangement is being made with the understanding that each party will take care of the children's needs pursuant to this schedule with each party being responsible for the children during his or her parent time. For example, unless the parties agree

otherwise, each parent will (1) care for the children when ill on his or her custodial days, (2) be responsive to any school needs that are on his or her custodial day, (3) each party will be responsible for childcare arrangements during his or her custodial days, and (4) other similar parenting responsibilities on his or her custodial days.

14. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9- 303 (as may be amended from time to time), summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-303	DAD	MOM
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school	Odd years	Even years

	is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Even years	Odd years

	and the parent can be with the minor 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: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the	Odd years	Even years

	day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.		
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time	Even years	Odd years

	that school is regularly dismissed; or (c) 6 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.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's	Mom Every Year	Mom Every Year

	Day at 7 p.m.		
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.	Dad Every Year	Dad Every Year
Juneteenth National Freedom Day	(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	Even years	Odd years

	Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Odd years	Even years

	and the parent can be with the minor 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: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Fall Break	(1) Holiday begins at 6 p.m. on the	Odd years	Even years

	day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.		
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	Even years	Odd years

	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.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgivin g at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on	Even years	Odd years

	the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day 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	Odd years	Even years

	27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

15. Summer Parent Time: Extended parent time during the summer will

be pursuant to Utah Code 81-9-303. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

16. Exchanges & Curbside: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. If a parent is doing overnight parent time on a school night, that parent is responsible to delivering the children to

school or the residence of the other (for a child who is not in school yet) the next morning. If school is not in session, the receiving parent will pick up the child at the residence of the other at the beginning of his or her parent time. The “receiving parent” is the parent who is beginning parent time, and the “sending” parent is the parent whose parent time is ending. The exception to this procedure is when a parent is dropping off the children to school and until the youngest starts school, the sending parent will drop off the youngest child to the residence of the other parent at the time school starts.

17. Curbside: Until the children are old enough not to need assistance going to/from the curb, the receiving parent will wait by the car and the sending parent will bring the children to the curb near the car. When the children are old enough to not need assistance to the curb to do the exchange, all exchanges shall be curbside. This means that the receiving parent will remain at the curb and within 5 feet of the car, the sending parent will remain at or within 5 feet of the door of the residence, the children are sent to and from the car, and no communication is to take place at the exchanges.

18. Moves: If a party intends to relocate the children more than 150 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent under Utah Code 81-9-209.

19. Mutual Restraining Orders re Children:

- a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.
- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the children.
- d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.
- e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.

- f. Interrogation: Neither parent should question, interrogate or “pump,” the minor children about the other parent’s activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

20. Child Support: The Mother is employed and earning less than \$3,986 per month, but agrees to be imputed to \$3,986 per month for child support

purposes. The Father is employed and earns approximately \$3,986 per month. Effective June 1, 2026, child support is awarded to the Mother from the Father in the amount of \$525 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

21. Past Due Child Support: The Father owes \$3,150 in child support from December 1, 2025 through May 31, 2026. The Father will receive a credit for a payment he made of \$400 by cashier's check. The Father will also receive a credit of \$360 for a payment he made of \$500 in April 2026 of which \$360 was for child support and \$140 was for a cell phone bill/payment. This leaves an amount owing of \$2,390 owing in past due child support. If the Father can provide written verification of other child support payments he has made to the Mother between December 1, 2025 and May 31, 2026, he will receive a credit for such payments against his child support arrearage.

22. Childcare: Utah Code 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the

right to reimbursement for such expenses. Childcare arrangements with family members are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

23. First Right: Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available.

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

the coverage of the Mother shall be primary, and the coverage of the Father will be secondary.

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

26. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

27. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party

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

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

29. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 14 days and provide proof to the other party and to the court.

30. Taxes: The parties shall file separate tax returns for the 2025 tax year, and thereafter.

- a. When there is an odd-number of children eligible to be claimed for a particular tax year, then the Father will claim the extra child on his tax returns for the even-numbered tax years, and the Mother will claim the extra child on her tax

returns for the odd-numbered tax years. When there is an even number of children eligible to be claimed on the tax returns for a particular tax year, then the parties will each claim an equal number of children on his/her returns for that tax year.

- b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

31. Alimony: Neither party is awarded alimony, now and forever.

32. Real Property: The parties do not claim any vested interest in any real property. If there is any contingent (or similar) interest in the home where the Mother is currently residing, it is awarded to her.

33. Trailer Home: The parties have an interest in a trailer home at 222 North 1200 West, #164, Orem, Utah 84057. The parties entered into an agreement with the Mother's uncle (Uncle) for him to purchase the trailer

from them after the Uncle pays off the current loan balance. The agreement was that the Uncle would pay \$36,000 to the parties as follows: (1) the Uncle would assume and pay off the then existing loan on the trailer of \$11,142.18, by making payments of \$400 to the creditor; and (2) then the Uncle would begin making payments of \$400 per month to the parties until an additional \$24,857.82 was paid to the parties.

- a. The parties agree that when the Uncle has paid off the previous loan and begins making payments to the Mother, she will receive the first \$5,450 as settlement on the property herein. If there are not any child support arrearage at that time, the parties will begin dividing all future payments received equally.
- b. If there are child support arrearages owed at the time the Mother begins to receive the payments on the trailer from the Uncle and after she has been paid the first \$5,450 as a property settlement, then she may withhold the Father's one-half payment as a credit to child support arrearages until he is current, then the parties will begin dividing all future payments received equally.

34. Vehicles: Each party is awarded any vehicle in his or her separate possession free and clear of any claim of the other, along with a sole and separate responsibility for any associated debt, insurance, and expenses

relating thereto.

35. Personal Property: All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of May 22, 2026.

36. Bank Accounts:

- a. The negative balance in the joint account at Wells Fargo bank shall be paid by the Father and the account closed within 90 days of this agreement.
- b. The negative balance in the joint account at Mountain America Credit Union bank shall be paid by the Father and the account closed within 90 days of this agreement.
- c. Each party is awarded any other bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

37. Cell Phone/Account: The Father will continue to pay the Mother \$140 per month for his cell phone and cell phone financing effective May 2026. The Father is paid through April of 2026. Payment is due on the 2nd of the month. The Father will remove his cell phone from the Mother's cell phone plan within 90 days of this agreement. The Mother will cooperate and unlock to the Father's number so he may port it to a new plan.

38. Business: The parties do not claim any interest in any businesses.

39. Debts: The debts will be paid as follows:

- a. Any and all past medical debts related to the children (approximately \$4,000) shall be paid equally—one-half by each party.
- b. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.
- c. Each party will hold the other harmless on the debts ordered to be paid by him or her.

40. Retirement Accounts: Each party states that he or she has no retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts.

41. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

42. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

43. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

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

Approved as to form:
/s/
AARON DODD
Respondent's Attorney

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: Respondent's Attorney

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing ORDER to the Fourth Judicial District Court in Utah County for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED on May 26, 2026.
/s/ Carolina Duvanced

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Duvanced Law, 2696 N University Ave Ste 240, Provo, Utah 84604 and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on May 26, 2026:

Aaron Dodd
ADodd@fslaw.com
Attorney for Respondent

E-file/E-mail

/s/ Carolina Duvanced