The Order of the Court is stated below:
Dated: October 09, 2026 03:21:33 PM **/s/** SEAN PETERSEN
District Court Judge

J. Bryan Dexter (7188)
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Attorney for Petitioner

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

In the matter of the marriage of: PATRICIA BARRAGAN Petitioner, and VICENTE HURTADO Respondent.	**DECREE OF DIVORCE** Civil No: 254400362 Judge: Sean Petersen Commissioner: Dustin Hardy

The Court, having made and entered its Finding of Fact and Conclusions of Law, now hereby ORDERS, ADJUDGES & DECREES:

VENUE

1. Petitioner is a bona fide and actual resident of Utah County, State of Utah, and has been so for more than ninety (90) days prior to the filing of this Petition.

2. The parties are currently husband and wife, having been married on or about 05/27/2012.

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

4. The parties are hereby granted a decree of divorce on the grounds of irreconcilable

differences.

5. Pursuant to Utah Code Ann. § 81-4-405, the Petitioner and Respondent are hereby granted a divorce, and the marriage between the parties is dissolved.

CHILDREN AND PARENTS

6. The following children have been born of this marriage, AR.H.B., 09/12/2012; AM.H.B., 01/11/2014 (collectively referred to as the "**children**" and individually as the "**child**").

7. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

8. The parties are the legal mother and legal father of the children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married.

JURISDICTION

9. Pursuant to UCA Sections 78A-5-102, 78B-15-104 and 78B-13-201, district court has proper jurisdiction over the subject matter of this action.

10. Pursuant to UCA Section 78B-15-605, this court is the proper venue for this action.

11. The children reside in Utah and have done so for more than six (6) months prior to the filing of this Petition.

12. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the children under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah

Code 78B-13-201(1), 207, and 208.

13. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., Petitioner states upon information and belief, that:

a. Petitioner is not aware of any other proceeding in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.

b. There are currently no juvenile court proceedings against or involving the children.

c. There is not any person who is not a party to these proceedings who has physical custody of the children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

LEGAL CUSTODY

14. The parties shall be awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting plan below.

PHYSICAL CUSTODY

15. Patricia shall be awarded sole physical custody of the minor children. Parent time shall be as the parties agree. If they do not agree, Vicente's parent time shall take place according to Utah Code Ann. §81-9-302 with his midweek on Wednesdays.

16. Pickup and Delivery for Parent Time: Due to the current protective order in place, the

parent-time exchange shall take place at the Orem police station. Neither party shall leave their vehicle during the exchange. If there is no protective order in place, transport shall be as the parties agree. If they can't agree, transport shall be done curbside by the receiving parent.

17. Summer/Extended Parent Time: The parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

18. Holidays: The parties will continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree, with Patricia being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.

19. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13-101 et seq. in that:

a. Pursuant to Utah Code Ann. §78B-13-209, said minor children currently reside in Utah County, Utah.

b. There is a protective order in Provo Fourth District Court protective order case no. 244403024 between the parties. Outside of that case, the parties have no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

c. The parties do not know of any person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the children.

20. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. §81-9-302 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 are suggested to govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

21. Decision-Making: Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If there is a dispute that cannot be resolved through discussion of the parties, Patricia shall have final say, subject to Vicente's right to court review. The parties shall attend mediation before filing any court action.

22. School: The children shall attend school in Patricia's District, and it is preferrable they will continue in their current schools and feeder schools. The parties shall have access to the children during school and authority to check the children out of school. The minor children shall attend school absent extenuating circumstances, medical appointments, sickness, or as otherwise agreed by the parties.

23. Notice of Events: The parties will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.

24. Access to Records: Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

a. **Travel**: In the event the parties vacation away from their home, the parent exercising parent-time with the children shall provide, as soon as reasonably possible, but not less than 7 days to the other parent the following prior to leaving for vacation with the minor children:

b. An itinerary of travel dates;

c. Destinations, including an exact address where the children will be staying and a phone number where they can be reached (for example, if they are staying at a hotel or at the home of a family member or friend);

d. Places where the minor children or traveling party can be reached.

i. **Passports**: Both parties shall facilitate in a timely manner in obtaining passports for the minor children upon written agreement between the parties for any out-of-the-country trips the minor children take with either parent. If Vicente needs the passports for travel, the passports shall be given to him for the trip, but returned to Patricia upon completion of travel.

ii. The minor children shall not leave the United States without express written permission from both parties.

25. **Notice of Contact Information**: Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

26. **Notice Regarding Illnesses**: The parties shall notify one another of any illness that the children have while in their home for parenting time. They will also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with

medical, dental or mental health professionals.

27. Sharing of Information: The parties shall use their best efforts to communicate and share information with each other regarding the children.

28. Reasonable Contact: Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.

29. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

INCOMES AND CHILD SUPPORT

30. Patricia is employed and is capable of earning and will be imputed at $2,600 per month in gross income for purposes of calculating child support.

31. Vicente is employed and earns $3,100 per month in gross income for purposes of calculating child support.

32. Beginning January 2026, pursuant to Utah Code Ann. §81-6-202, Vicente shall pay child support to Patricia in the amount of $685 per month for two (2) minor children of the parties pursuant to a sole custody worksheet. Vicente owes six months of child support arrears of $4,110, which shall by Vicente to Patricia within 18 months of the date of this Stipulation.

33. Child Support Adjustment Upon Emancipation: The parties acknowledge that the child support obligation shall be subject to automatic reduction pursuant to Utah Code Ann. §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching

age eighteen (18) years or graduation from high school, whichever occurs later. Upon such event, the child support obligation shall be reduced proportionately to reflect the remaining number of children entitled to support without the need for further court order or motion, unless otherwise modified by the court.

CHILD CARE

34. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each party shall be responsible for one-half (½) of any work-related childcare expenses for the minor children.

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CHILD HEALTH CARE

36. Pursuant to Utah Code Ann. §81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance and shall follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor children.

37. The parties shall each pay one-half (½) of any out-of-pocket medical expenses incurred on behalf of the minor children, including medical, dental, orthodontic, vision, and therapy costs.

TAX DEDUCTION

38. Patricia shall be entitled to claim the minor children on her taxes each and every year beginning with tax year 2026.

RELOCATION

39. If either of the parties intends to relocate, the relocating parent shall give the other 60

days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

40. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

41. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

PERSONAL PROPERTY

42. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

43. Vicente shall be awarded the 2018 Ford Explorer and all equity or debt contained therein, free and clear of any claim from Patricia.

44. Patricia shall maintain possession of the children's personal identifying documents including but not limited to their passports and birth certificates.

45. Patricia shall be awarded the children's pets, computers, game consoles, and other belongings; the Samsung TV; kitchen and housewares; and all other property currently in Patricia's or the children's possession.

46. Vicente shall be awarded his Nintendo Switch, Samsung tablet, HP laptop, and his tools, any of his premarital items, and any papers regarding his ex-wife Leticia currently in Patricia's possession, if any.

47. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.

48. Other marital property shall be divided as the parties agree.

DEBTS AND OBLIGATIONS

49. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:

50. Vicente shall be solely responsible for the Amazon, Best Buy, and Wells Fargo debts.

51. Other than the auto loan–discussed elsewhere in this document–each party is ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.

52. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.

53. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

REAL PROPERTY

54. During the course of the marriage, the parties have not acquired any real property.

ALIMONY

55. Neither party is awarded alimony.

RETIREMENT AND FINANCIAL ACCOUNTS

56. There are no retirement accounts to divide at issue in the marriage.

57. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:

58. Each party shall retain their respective accounts free and clear of any claim from the other.

59. During the course of the marriage, the parties have not acquired any business interests.

MUTUAL RESTRAINING ORDERS

60. In addition to the terms of any protective orders in place, the parties shall be subject to the following Mutual Restraining Order:

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time.

e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, 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.

g. Communication between the parties shall be according to any protective orders in place. If there are no protective orders in place, the partis shall only communicate electronically (text, email, or co-parenting app) with each other, only about issues related to the children.

h. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

MISCELLANEOUS

61. Each party is ordered to execute and deliver to the other such documents as are required to implement this Decree of Divorce.

62. Each party shall pay their own attorney's fees.

Dated: September 15, 2026
/s/ Joshua Brant
Joshua Brant
Attorney for Respondent
Signed Electronically with permission via e-email

Dated: September 15, 2026
/s/ J. Bryan Dexter
J. Bryan Dexter
Attorney for Petitioner

--END OF ORDER---
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