



UTAH LEGAL SERVICES, INC.
Attorney for Jessica Alejandra Alvarez
By: Mary Jo Gneshin, #12700
960 S. Main Street
Salt Lake City, UT 84101
Email: mgneshin@utahlegalservices.org
Phone: 801-328-8891 EXT 3502
Fax: 801-827-0420

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH
800 West State Street, PO Box 769, Farmington, UT 84025

In the Matter of the Marriage of:

JESSICA ALEJANDRA ALVAREZ,

Petitioner

and

VICTOR BAHENA DOMINGUEZ,

Respondent.

**JUDGMENT AND DECREE OF
DIVORCE**

Case No.: 244701897

Judge: David J Williams

Commissioner: Christina Wilson

The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, orders as follows:

1. Jurisdiction and Venue. Jessica Alejandra Alvarez was a bona fide resident of Davis County, State of Utah, on the date this action was filed and for at least three months immediately before this action commenced.
2. Marriage. The parties were married on July 25, 2009, in Clearfield, Davis County, Utah and are presently married.
3. Grounds. During the course of the marriage, Respondent has been involved in extramarital affairs (adultery) which was a substantial cause of the petitioner filing this

petition for divorce. Due to the forgoing, the Petitioner requests that this court grant a Decree of Divorce based upon the fault grounds of adultery under UCA § 81-4-405(1)(b). There is no possibility of reconciliation, and the divorce is made final upon entry.

4. Children. Five (5) children were born to the parties during their relationship:

- a. J.O.B. born October of 2009
- b. S.A.B. born September of 2012
- c. J.V.B. born October of 2015
- d. D.A.B. born January of 2019
- e. V.A.B. born June of 2021

5. There are no other children, and no further children are expected.

6. Legal Custody. It is in the best interest of the parties' minor children that the Court award legal custody to Petitioner Jessica Alejandra Alvarez.

7. Physical Custody. It is in the best interest of the parties' minor children that the Court award Physical custody to Petitioner Jessica Alejandra Alvarez.

8. Parent-time. Parent Time is in accordance with what the parties can agree to in writing. If they cannot agree the Respondent's parent time is in accordance with §81-9-302 pr §81-9-209 (in accordance with the driving distance between the parties' homes).

- a. The Respondent shall be solely responsible for all costs associated with exercising his parents' time.
- b. The parties shall be prompt and timely for parent-time exchanges. Each party will have the children ready for the other parts' parent-time at the time the children are to be picked up, and shall be present and available, or shall arrange to receive the children

when the children are returned. If unforeseen circumstances arise (and they will occasionally), the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and a best estimate for how the exchange schedule will be affected.

c. If either party travels with the minor children outside the State of Utah for more than 48 hours, they will provide the other party with at least 30 days' advance notice (or if not possible immediately upon making plans), telephone number and itinerary where they can be contacted in an emergency.

d. If either party travels with the minor children's reasonable efforts will be made to facilitate communication with the other party.

e. Communications must be civil, free from derogatory or foul language and is limited to matters concerning the scheduling of visitation, changes to the schedule or discussions about the health and well-being of the children and will occur between the parents only. The parties will not relay messages to one another through the children.

f. The parties shall provide each other a current address and telephone number within 48 hours of any change.

9. Petitioner's Income. Petitioner is employed, and grosses approximately \$2,040 per month.

10. Respondent's Income. Respondent is currently located outside of the United States. Respondent is employable, and, based upon past work experience, is imputed gross monthly income of \$8,500.00

11. Child Support. Pursuant to Utah Code 81-6-201 and seq., Respondent is ordered

to pay child support to Jessica Alejandra Alvarez as follows:

- a. A sum of not less than \$2,037.00 per month base support in compliance with the Uniform Child Support Guidelines.
- b. Unless a Court orders otherwise, support for each child will terminate at the time (1) a 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 Utah Code 80-7-102 and seq.
- c. The Respondent's child support obligation began on December 1, 2024.
- d. Unless agreed otherwise by the parties the support will be paid one-half by the fifth of the month and the remaining one-half by the twentieth of the month.
- e. The sole custody worksheet was used to calculate child support in this matter.

12. Insurance and Health Care.

- a. The parties will maintain policies of health insurance on the parties' minor children as long as such can be obtained through their places of employment for a reasonable cost. If a parent remarries and the parties' children are covered by a stepparent's plan, such a plan will be treated the same as if the actual parent were the one holding said plan under this section.
- b. The parties are required to each pay one half (1/2) of the children's portion of the insurance premiums. This will be calculated by dividing the premium amount by the number of the persons covered under the policy which would be each child's per capita share of the premium and then multiplying the result by the number of minor children

and then dividing the result by two to determine each party's responsibility.

c. Pursuant to UCA §81-6-208 et. Seq. (as amended- including and incorporating all subsequent amendments thereto), each party will pay one-half (1/2) of any uninsured portion of medical, dental, orthodontia, counseling, prescription (including over-the-counter medications) and optical expenses, including out-of-pocket expenses, deductibles and co-payments incurred for the parties' children. Evidence of such expenses will be submitted to the non-incurring party within thirty (30) days of having been incurred. Once verification of the expense has been received, the non-incurring party will have thirty (30) days in which to reimburse the paying party for his/her one-half share.

d. The party holding insurance will provide the other party with written verification of such insurance coverage on or before January 2nd of each year and will notify the other party of any change of insurance, premium or benefits within thirty (30) calendar days of the date s/he first knew or should have known of the change.

e. The party holding insurance will provide the other party with any insurance cards, lists of participating physicians and information describing the benefits available so that the parties' children can obtain full and complete coverage from the insurance available.

f. Pursuant to UCA §15-4-6.7, when a court order has been entered providing for the payment of medical expenses for the minor children, 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 report under §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 that parent under the Order.

13. Child Care.

a. Pursuant to UCA §81-6-209 et. Seq. (as amended- including and incorporating all subsequent amendments thereto), each parent will share equally reasonable work-related childcare costs. If an actual expense for childcare is incurred, a parent will begin paying their share on a monthly bases immediately upon presentation of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payments of that expense while it is not begin incurred, without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses will provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of the provider and thereafter on the request of the other parent. A parent will notify the other parent of any change of childcare provider and/or the monthly expenses of childcare within thirty (30) calendar days of the date of the change.

14. Alimony. Respondent is ordered to pay the Petitioner \$2,000.00 each month in alimony for 173 months.

15. Real Property. During the course of the marriage, the parties acquired real properties located at 1224 North 4500 West, West Point, Utah 84015 ("Property 1"); 244 West 2575 North, Sunset, Utah 84015 ("Property 2"); the property located in Jilotepec, Mexico ("Property 3") and Atizapan De Zaragoza, Mexico ("Property 4").

- a. The parties will put Property 1 on the market and sell said property. Equity realized from the sale will first be used to pay the HELOC on Property 2 in full, and any remaining equity from the equity be split equally between the parties. However, all credit card debt (especially those in the Petitioner's name, which were used by the Respondent to pay for business needs) and tax liens will be paid in full using the Respondent's share of the home equity.
- b. Property 2 is granted to the Petitioner as her separate property, free and clear from the Respondent having any ownership rights thereto. However, the Respondent's name will remain on the mortgage on the home so long as the Petitioner wishes to own the home, or until six months after the parties' youngest minor child graduates from high school. The Petitioner will be solely liable for all costs associated with the home, including the mortgages, utilities, taxes, upkeep on the home, etc., holding the Respondent harmless and indemnifying him from all such costs. The petitioner must either refinance the home by the deadline or put the home on the market to be sold. When the home is refinanced or sold, the parties shall split equally the equity (determined at the time of the refinance [through an appraisal], or at the time of sale, with no credit being given to the petitioner for mortgage payments made).
- c. Property 3 is granted to the Petitioner free and clear of any interest being held by the Respondent.
- d. Property 4 is granted to the Respondent free and clear of any interest being held by the Petitioner.

16. Personal Property.

a. The parties accumulated marital property which will be equitably divided between the parties as they can agree in writing.

b. If any personal property disputes should arise after the decree of divorce has been entered, the parties should participate in mediation to come to a resolution regarding the division of the disputed property, the cost of said mediation to be equally born by the parties. If the parties are unable to agree after attending mediation, they may take the issue to court.

c. The parties are solely responsible for all costs associated with their won personal property and assets they are awarded, including repairs, maintenance, etc.

17. Debts. During the contract of marriage, the parties acquired marital debts. Debts will be discharged using the equity from the sale of Property 1 as outlined in paragraph 15a above.

18. Retirement Funds. The parties have no retirement funds.

19. Attorney Fees and Other Costs. Attorneys fees are not granted in this case.

20. Income Tax Exemptions. The Petitioner will claim the parties' minor children each year for tax purposes.

21. Miscellaneous Provisions. Each party is permanently restrained from bothering, harassing, annoying, threatening, or harming the other. The parties will not malign or defame the other on social media or otherwise. The parties will not interfere with the lives or relationships of the other, or with family members of the other party.

22. Each party is ordered to execute and deliver to the other party any document(s) necessary to implement the provisions of the Decree of Divorce entered by the Court.

Wherefore, the parties are granted a divorce pursuant to the above order in accordance with the terms requested by Petitioner based on Respondent's default.

-----END OF ORDER-----

*****Signed by the Court electronically as indicated at the top of the first page. *****

CERTIFICATE OF SERVICE

I hereby certify that I delivered a true and correct copy of the foregoing to the following individual(s) on the date and in the manner indicated:

Respondent

Victor Bahena Dominguez

Via email: victorbahena30@gmail.com

DATED: June 30, 2026

/s/ Baida Sada

UTAH LEGAL SERVICES, INC.

Paralegal