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**IN THE THIRD DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the matter of the marriage of:

YAZMIN NOREL PARNELL
Petitioner

and

ALBERTO L. FLORES HERNANDEZ
Respondent

DECREE OF DIVORCE

Case No. 254900835
Judge: May
Commissioner: Sagers

The above-entitled matter has been submitted to the Court for decision, the parties having appeared before Judge Laura Scott by Webex on April 7, 2026, for a Judicial Settlement Conference, wherein the parties presented a verbal stipulation to the Court on the record, whereby the parties consented to entry of a Decree of Divorce on certain terms, and the Court having entered its Findings of Fact and Conclusions of Law, now DECREES and ORDERS as follows:

1. Dissolution: The bonds of matrimony and marriage contract between Yazmin and Respondent Alberto Luis Flores Hernandez ("Alberto") hereby are dissolved and the parties are awarded a Decree of Divorce.
2. Children: The parties have two minor children: L.F., born in February 2016; and

N.F., born in July 2017.

3. Custody: Alberto and Yazmin are awarded joint legal and joint physical custody of the minor children. The children shall remain in their current school/school track, so long as Alberto resides in the marital home.

4. Parent Time: Alberto and Yazmin are awarded equal parent time (50/50) on a week-on/week-off schedule with exchanges occurring on Sundays at 6:00 p.m.

Yazmin's first full week shall commence on April 26, 2026. Unless agreed otherwise, the parties will not follow a holiday schedule, and the party with the children during his or her regular week-on/week-off schedule will have the children for holidays on his or her time.

5. Transportation. Parent-time exchanges shall occur at an agreed-up public place with cameras halfway between the homes of parties. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the parent with whom the children are then residing. During parent time exchanges, the parties will remain in their respective vehicles and confine their communications to what is necessary to make that exchange, reserving further communication to other times and means. Any communication during parent time exchanges will be civil, business-like and respectful.

a. During the school year, Yazmin shall transport the children to school on her weeks. After school the children will go to Alberto's home, and then the parties' will exchange the children at the designated halfway point at 4:00 p.m.

6. Parenting Plan. The parties shall abide by the following Parenting Plan:

- a.** Both parties will have access to the children's school, church, and other records and will include the other party as the parent on such records. The parties shall 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 parties shall be entitled to attend and participate fully;
- b.** The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- c.** Each party shall notify the other parent of injury or illness as soon as reasonably possible involving the children;
- d.** The parties will equally share the transportation of the children for parent time;
- e.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- f.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, discipline challenges, etc., regarding their minor children;

g. Each party shall notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change;

h. If either party intends to relocate more than 150 miles from the residence of the other parent, the relocating party shall provide 60 days advance written notice of the intended relocation to the other parent pursuant to Utah Code §81-9-209.

i. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

j. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:

i. an itinerary of travel dates;

ii. destinations; and

iii. places where the children or traveling parent can be reached;

k. The parties shall work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;

l. The parties will discuss any problems that either of them is experiencing with disciplining the children with the intent to have a “united front” as to matters of discipline and home rules;

m. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the

children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

n. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children;

o. The parties shall not put the children in the middle. The parties will not discuss with the children adult issues including any legal or financial related issues between the parties;

p. The minor children will not be used as a messenger between the parties;

q. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

r. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children;

s. The parent with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to school on time;

t. The parent with the minor children in his/her care shall be responsible for caring for the children if they are sick or otherwise unwell and if they need to be checked out of school for any reason;

- u. The parties will alternate taking the children to their ordinary medical and dental appointments;
- v. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;
- w. Yazmin agrees that the protective order in Alberto's criminal case (Case No. 241404267) should be amended to allow communication between the parties regarding joint custody issues involving the children and court-ordered parent time. All communication between the parties will be in writing (text or email), unless there is an emergency involving the children. In the event of an emergency, the party with the children will notify the other party as soon as reasonably possible. The parties shall respond to communications from the other party within 48 hours. All communication between the parties will be civil and respectful; and
- x. The parties will make joint decisions regarding substantial or significant issues affecting the minor children, including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing an issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, the parties will attempt to resolve the issue in mediation, dividing any and all mediation costs equally, before presenting the issue to the Court. Neither parent shall have final say.

7. Child Support: Yazmin has a gross monthly income of \$3,134. Albrto has a gross monthly income of \$4,485. Alberto is ordered to pay child support to Yazmin in the sum

of \$141 per month pursuant to the Utah Code §81-6-101 et seq. This child support amount shall commence in May 2026.

a. Child support shall be due one-half on the 5th day of each month and one-half of the 20th day of each month.

b. Support continues for the minor child until 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 a child dies, marries, becomes a member of the armed forces of the United States or is emancipated.

c. The parties shall equally share any mandatory school fees and the cost of any extracurricular activities which are agreed to in advance in writing. If there is no agreement to extracurricular activities, such activities should not interfere with the other parent's parent time.

d. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code §26B-9 parts 3 and 4.

8. Childcare: Each party shall pay his or her own childcare costs when the children are in his or her care.

9. Health Insurance/Medical Expenses: The party who can obtain the best insurance coverage at the most reasonable rate shall maintain health insurance for the medical expenses of the minor children when it is available at reasonable cost. Alberto currently carries health insurance for the minor children. At times when both parties maintain health insurance for the children, the policy of Alberto shall be primary coverage and the policy of Yazmin shall be secondary coverage. Each party shall pay one-half of the out-

of-pocket costs of the premium for the children's portion of the premium and one-half of all non-covered medical, dental, orthodontic and counseling expenses for the minor children. The terms of Utah Code §81-6-208 are hereby incorporated into this Decree of Divorce.

10. Alimony: Each party is capable of supporting his or her own financial needs. Neither party is ordered to pay alimony.

11. Taxes: Commencing with the 2025 tax year, Alberto shall be entitled to claim N.F. on his taxes (child credits, exemptions, etc.) and Yazmin should be entitled to claim L.F. on her taxes (child credits, exemptions, etc.)

12. Real Property: The parties own a home and real property located at 1401 East 580 South, Provo, Utah, Utah ("the marital home"). Alberto is entitled to purchase Yazmin's interest in the marital home by paying to Yazmin one-half of the equity currently existing therein and removing her name from the mortgage within 90 days of entry of the Decree of Divorce. If Alberto seeks to refinance the mortgage, Yazmin shall fully cooperate with the refinance process. The parties shall obtain an appraisal to determine the current value of the marital home. The parties shall each pay one-half of the appraisal. If there is an appraisal as part of Alberto's refinance of the mortgage, that appraisal will be sufficient. Otherwise, the parties will agree upon an appraiser. Current equity shall be defined as the appraised value of the marital home minus the balance owing on the mortgage at the time of the appraisal. If Alberto is unable to refinance the mortgage within 90 days of entry of the Decree of Divorce, the marital home shall be listed for sale and sold as soon as reasonably practicable. Both parties shall agree upon all aspects of listing and selling the

marital home. Alberto shall be entitled to remain in the marital home during the refinance/sale, and shall be responsible for the mortgage and other ordinary expenses related to the marital home.

13. Personal Property: The parties own certain vehicles and personal property. Each party is awarded his or her premarital property, property acquired by gift or inheritance and his or her clothing and personal effects. Alberto is awarded the 2014 Toyota Corolla free and clear of any claim by Yazmin. All remaining personal property is awarded to the parties as it is presently divided.

14. Debts: Except with respect to the mortgage as set forth above, each party shall assume and pay and hold the other harmless for any debts in his or her separate name. To the extent that there are any joint debts which are not known at this time, any such debts shall be the responsibility of the party who incurred the debt. Neither party shall incur any further joint debt.

a. Yazmin shall pay to Alberto the sum of \$150 relating to outstanding medical bills for the children. Alberto shall pay all outstanding medical bills for the children. This resolves all outstanding child support, childcare and medical expenses for the children through April 7, 2026.

15. Financial Accounts: Each party is awarded his or her separate banking accounts. Both parties have retirement accounts. The marital portion of each party's retirement accounts shall be divided equally between the parties. The parties shall exchange current information/statements regarding their retirement accounts, and shall determine how best to divide the accounts (i.e., submit just one QDRO, if possible).

16. Miscellaneous: Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.
17. Each party shall pay his or her own costs and attorney fees incurred in this divorce action.
18. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.
19. The parties shall attempt mediation prior to filing a petition to modify the provisions of the Decree of Divorce.

End of Order – the Court's signature is on top of the first page.

Approved as to Form:

/s/ David J. Peters (with permission)

DAVID J. PETERS

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of April, 2026, I caused to be served a true and accurate copy of the foregoing to:

David J. Peters
davepeterslaw@gmail.com

/s/ Scott E. Williams