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IN THE THIRD DISTRICT COURT, SALT LAKE CITY DEPARTMENT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH  
Court Mailing Address: Third District Court, 450 South State Street, Salt Lake City, UT 84114

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In the Matter of the Marriage of:

**MARIA ISABEL VALDOVINOS RODRIGUEZ,**  
Petitioner,

and

**VICTOR HUMBERTO RUIZ RUIZ,**  
Respondent.

**DECREE OF DIVORCE**

Civil Number.: 254903162

Judge: Richard Pehrson

Commissioner: Joanna Sagers

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This matter comes before the Court for a final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Fact and Conclusions of Law, now:

**ORDERS, ADJUDGES, AND DECREES**

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent be, and the same are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become final upon entry by the Court in the Register of Actions.

**PROVISIONS RELATING TO CUSTODY**

2. The Petitioner should be awarded physical and legal custody of the minor children T.J.R., who was born in November 2006; I.H.R., who was born in July 2009 and I.S.R., who was born in August 2012.

PROVISIONS RELATING TO THE EXERCISE OF PARENT TIME

3. The Respondent is awarded reasonable time with the minor children at such times and places as the parties may agree. If the parties are unable to agree, Respondent's parent time should be pursuant to Utah Code §81-9-302 Minimum schedule for parent time for a minor child five to 18 years old (effective 9/1/2024), as follows:

(1)The parent-time schedule in this section applies to a minor child who is five to 18 years old.  
(2)If the parties do not agree to a parent-time schedule for a minor child described in Subsection (1), the following schedule is considered the minimum parent-time to which the noncustodial parent is entitled to the minor child:

(a)(i)one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii)at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A)beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or

(B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.;

- (b)(i)beginning on the first weekend after entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending on Sunday at 7 p.m.; or
  - (ii)at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:
    - (A)beginning at the time that the minor child’s school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or
    - (B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent’s work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;
  - (c)each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (12); and
  - (d)extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (3).
- (3)(a)For extended parent-time with the minor child under Subsection (2)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break.
- (b)For the four weeks of extended parent-time for a noncustodial parent under Subsection (3)
    - (a):
      - (i)two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and
      - (ii)two weeks, which may be consecutive, may be interrupted by the custodial parent for a

weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

(c)A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.

(4)(a)Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under Subsection (3).

(b)For the notification requirement under Subsection (4)(a):

(i)in odd-numbered years:

(A)the noncustodial parent shall provide notice to the custodial parent by May 1; and

(B)the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii)in even-numbered years:

(A)the custodial parent shall provide notice to the noncustodial parent by May 1; and

(B)the noncustodial parent shall provide notice to the custodial parent by May 15.

(c)(i)If a parent fails to provide a notification within the time periods described in Subsection

(4)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii)If both parents fail to provide notice within the time periods described in Subsection (4)

(b), the first parent to provide notice may determine the schedule for summer break for the other parent.

(d)If a custodial parent intends to interrupt a noncustodial parent's parent-time under

Subsection (3)(b)(ii), the custodial parent shall provide notification to the noncustodial parent

of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(5)(a) An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

(b) An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(6)(a) Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (12);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (3); and

(v) the schedule for weekday or weekend parent-time.

(b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(7) A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the minor child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the minor child by 7 p.m.

(8) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

(9) If there is more than one minor child and the minor children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the minor children may remain together for the holiday period beginning the first evening that all minor children's schools are dismissed for the holiday and ending the evening before any minor child returns to school.

(10)(a) Telephone contact shall be at reasonable hours and for a reasonable duration.

(b)(i) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

(ii) If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

(A) the best interests of the minor child;

(B) each parent's ability to handle any additional expenses for virtual parent-time; and

(C) any other factors the court considers material.

(c) Virtual parent-time supplements, but does not replace, in-person parent-time.

(12) If there is a child five to 18 years old and a child under five years old and both children are

the natural or adopted children of the parties, the parents and the court should consider an upward deviation for parent-time with all the children so that parent-time is uniform based on a schedule under this section.

(13) The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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 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 Dr. Martin Luther King Jr. Day.	Odd years	Even years
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.	Even years	Odd years
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.	Odd years	Even years
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 Memorial Day.	Even years	Odd years
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.	All years if noncustodial parent is the mother or other parent granted the holiday in	All years if custodial parent is the mother or other parent granted the holiday in the

		the order.	order.
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.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
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 Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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 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 Labor Day.	Odd years	Even years
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.	Even years	Odd years
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.	Odd years	Even years
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.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at:	Even years	Odd years



	(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 day before school resumes.		
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 27 <sup>th</sup> at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27 <sup>th</sup> at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	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

PROVISION RELATING TO TRAVEL WITH MINOR CHILDREN

4. If either party desires to take the minor children outside of the State of Utah, he or she should inform the other party in advance of the travel and provide the other party with the travel itinerary and make arrangements for the maintenance of contact between the children and the other party during the trip. In the event that the duration of the trip will interfere with the other party's custodial time or parent time, the party desiring to travel should obtain the expressed permission of the other party.

PROVISION RELATING TO RELOCATION

5. Should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent pursuant to Utah Code Annotated §81-9-209.

6. Both parties should keep the other party apprised of their telephone number and address at all times. If, at any time, either party intends to change their residence and/or telephone number, they should notify the other as soon as they are aware that such a change will occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.

PROVISIONS RELATING TO CHILD SUPPORT

7. Petitioner is employed and earns, or has the ability to earn the sum of \$2,200.00 per month, and the Respondent is employed and earns, or has the ability to earn approximately \$5,000.00 per month. Respondent is ordered to pay child support to Petitioner in the amount of \$2,600.00 per month in child support until there are no longer any minor children. This is a deviation from the child support guidelines in consideration of Petitioner not receiving spousal support. This amount should continue until the youngest child attains the age of eighteen (18) years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs.

8. Respondent should pay child support directly to the Petitioner. So long as Respondent is making payments directly to Petitioner, he should make weekly payments of \$600.00 every Friday. Consequently, there will be some months when Respondent will pay \$2,400.00 and some when Respondent will pay \$3,000.00. However, Respondent will not be considered to have fell behind in child support payments and the total for the year will be such that the average month will be \$2,600.00.

9. If Respondent fails to make regular payments or if the parties have a dispute regarding the balance, Petitioner is entitled to income withholding relief using Utah's Office of Recovery Services. If this occurs, Respondent should make payments to Utah's Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 or at a location or by a method as directed by the state or the court.

10. If child support is collected by Utah's Office of Recovery Services, child support will be due at the beginning of the month and collected as determined by Utah's Office of Recovery Services consistent with Utah's Office of Recovery Services' collection method and schedule.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

11. Both parties are ordered to maintain in force any and all health, accident and dental insurance for the benefit of the minor children as available, so long as the same is available at reasonable cost. The party providing coverage should continue that coverage as to each child until that child attains the age of 18 years or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

12. The party providing coverage should be ordered to provide verification of the coverage of the insurance to the other party upon the divorce or upon initial enrollment and thereafter, on or before January 2<sup>nd</sup> of each year, and notify the other party of any change in insurance carrier, premium or benefits within 30 days of the date she knows of the change.

13. Each party should share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical or psychotherapeutic expenses incurred for the minor children, including deductibles and co-payments incurred for the dependent children. The party

providing coverage shall provide verified coverage to the other party or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §601 *et seq.*, upon initial enrollment of the dependent children and thereafter on or before January 2<sup>nd</sup> of each calendar year. The party providing coverage shall notify the other party of any change of insurance carrier, premium or benefits within 30 days of the date that he or she first knew or should have known of the change.

14. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other party with 30 days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

#### PROVISION RELATING TO ALIMONY

15. Petitioner is in need of alimony to be able to afford her reasonable expenses. Respondent has income sufficient to pay alimony beyond his reasonable expenses. However, in consideration of the child support deviation in this case, Respondent is not ordered to pay alimony to Petitioner.

#### PROVISION RELATING TO ACCOUNTS

16. Aside from funds from the 2024 tax returns, all marital funds, including cash of funds in accounts, should be divided equally between the parties.

#### PROVISION RELATING TO PERSONALTY

17. Prior to and during the course of their marriage, the parties have acquired certain items of personal effects, jewelry, clothing and other personal as well as items of furniture, fixtures, appliances and other household goods. All personal property of the parties has previously been divided between the parties and which division is confirmed in each.

#### PROVISION RELATING TO MOTOR VEHICLES

18. During the course of the marriage the parties have acquired the following vehicles: a 2009 Toyota Rav 4 and a 2002 Chevrolet Suburban. Petitioner purchased the Toyota Rav 4 after the parties' separation. Petitioner is awarded the 2009 Toyota Rav 4, subject to her assuming, and holding the Respondent harmless from, the debt and obligation owing thereon. Respondent is awarded the 2002 Chevrolet Suburban, subject his assuming, and holding the Petitioner harmless from, the debt and obligation owing thereon.

#### PROVISION RELATING TO REAL PROPERTY

19. During the Marriage, the Parties have acquired and interest in a trailer home that is situated on which property located at 3661 S. Willow River Road, Utah 84119 in Salt Lake County, State of Utah. This property is awarded to Petitioner, free and clear of any claim by the Respondent. Respondent should execute and deliver to the Petitioner, a Quit Claim Deed or other needed document, conveying all of his right, title, and interest in and to said real property to the Petitioner.

#### PROVISION RELATING TO DEBTS AND OBLIGATIONS

20. During the course of the marriage, the parties have incurred various debts and obligations, including debts to: Intermountain Health Care in the amount of approximately \$2,000.00
- the debts owing in relation to a minor child's medical care. Each party should pay and assume one-half of this debt.
21. Each party should pay and assume all debts and obligations incurred in his or her own name subsequent to the date of separation of the parties. The party not obligated to pay a joint obligation shall do the following:
1. Send a copy of the Decree to each joint creditor that he/she is not required to pay that joint debt.
  2. Notify that joint creditor of the current separation address of each party.
  3. Inform that joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt, unless the creditor has first made a demand for payment on the party who was not required to pay the debt.
  4. With respect to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against the parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent. The foregoing is meant to comply with the provisions of Utah Code Annotated, Sections 30-3-35(1)(c)(ii).

#### PROVISIONS RELATING TO TAXES

22. The parties filed a joint tax return for the 2024 tax year and have divided the tax return, which division is confirmed. The parties are ordered to file separate federal and state income tax returns for the 2025 tax year and thereafter. Any refund to which either party is entitled should be awarded to that party as his or her own separate property, free and clear of any claim by the other.

23. Petitioner is entitled to claim the parties' minor children, T.J.R., I.H.R., and I.S.R., as dependents for both federal and state income tax purposes every year.

24. The foregoing notwithstanding, a parent should not be allowed to claim the parties' minor children on his or her tax returns unless claiming the children will result in a tax benefit to that parent. If claiming the children will not result in a tax benefit to one of the parents, then the other parent should be entitled to claim the parties' minor children on his or her tax returns.

25. The non-custodial parent is not be entitled to claim the parties' minor children as dependents for tax purposes unless that parent is current on court ordered child support payments for the children.

#### PROVISION RELATING TO RETIREMENT

26. All retirement assets accrued during the marriage and to the date of the Decree should be divided equally between the parties, one-half to each. A Qualified Domestic Relations Order or Domestic Relations Order should issue as needed.

#### SEPARATE PROPERTY

27. Any and all property and money received or retained by either party pursuant to the divorce should be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

#### PROVISION RELATING TO ATTORNEY FEES

28. Respondent is ordered to pay \$400.00 to Petitioner representing one-half of Petitioner's attorney fees and court costs.

#### PROVISION RELATING TO EXECUTION OF DOCUMENTS

29. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the decree of divorce including to transfer the title and ownership of the property of the parties pursuant to the decree entered in this matter. Should a party fail to execute a document within 60 days of the entry of the decree of divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

#### PROVISION RELATING TO ENFORCEMENT

30. If either party fails in the performance of any of his or her obligations under the Decree, the aggrieved party has the right to sue for damages for the breach thereof, or to seek such other



legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

**\*\*\*END OF ORDER\*\*\***

**THE COURT'S ELECTRONIC SIGNATURE AND SEAL APPEAR AT THE TOP OF THE FIRST PAGE OF THE DOCUMENT INDICATING THE DATE AND TIME THE COURT SIGNED AND EXECUTED THE ORDER**  
APPROVED AS TO FORM:

/s/ Victor Humberto Ruiz Ruiz\*

\*electronic signature by S. Alan Moore. On May 6, 2026, Victor Humberto Ruiz Ruiz signed paper copy approving this document and delivered it to S. Alan Moore for filing.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 6th day of May, 2026, a true and correct copy of the foregoing document entitled **DECREE OF DIVORCE** was caused to be served on the following as indicated:

Victor Humberto Ruiz Ruiz

           U.S. Mail, Postage Prepaid  
           email to:  
  √   Hand-Delivery

/s/ S. Alan Moore  
S. Alan Moore