



Nicholas Gottwald (14657)
NELSON, TAYLOR & ASSOC.
34 S. 500 E., Ste 105
Salt Lake City, Utah 84102
Telephone: (801) 538-0066
Facsimile: (801) 538-0073
Email: nickgottwald@gmail.com
Counsel for Petitioner, Jazmin Avila

**THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
450 South State Street, Salt Lake City, Utah 84111**

In the Matter of the Marriage of:

JAZMIN AVILA,

Petitioner,

and,

JOAN AVILA HERNANDEZ,

Respondent.

DECREE OF DIVORCE

Case No. 254906605

Judge: Chelsea Koch

Commissioner: Russell Minas

This matter comes before the Court on Petitioner's *Motion for Entry of Decree of Divorce*. Having previously entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, it is now:

DECREED, ORDERED AND ADJUDGED

1. DECREE OF DIVORCE

- a. The Parties are granted a DECREE OF DIVORCE, the same to become final and absolute upon entry hereof.

2. CHILD CUSTODY AND PARENT-TIME

- a. Jazmin and Joan are the parents of four (4) Minor Children, to wit: YGAE (DOB 03/2010); JA (DOB 02/2014); IA (DOB 12/2016); and, AJA (DOB 10/2021). The Parties shall share joint physical and legal custody of the Minor Children, pursuant to the following *Parenting Plan*.

PARENTING PLAN

3. OBJECTIVES: Pursuant to § 81-9-203(9), UTAH CODE ANNOTATED, the Objectives of the Parties' *Parenting Plan* Objective are to:

- a. Provide for the Minor Children's physical care;
- b. Maintain the Minor Children's emotional stability;
- c. Provide for the Minor Children's changing needs as the Minor Children grow and matures in a way that minimizes the need for future modifications to the *Parenting Plan*;
- d. Set forth the authority and responsibilities of each Party with respect to the Minor Children, with the following Parenting Functions, as defined in § 81-9-101(6),

UTAH CODE ANNOTATED:

- i. "Parenting functions" means those aspects of the parent-child relationship in which the Party makes decisions and performs functions necessary or the care and growth of the Minor Children. Parenting functions include:
 - (a) Maintaining a loving, stable, consistent, and nurturing relationship with the Minor Children;
 - (b) Attending to the daily needs of the Minor Children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the Minor Children and that are within the social and economic circumstances of the particular family;

- (c) Attending to adequate education for the Minor Children, including remedial or other education essential to the best interest of the Minor Children;
 - (d) Assisting the Minor Children in developing and maintaining appropriate interpersonal relationships;
 - (e) Exercising appropriate judgment regarding the Minor Children's welfare, consistent with the Minor Children's developmental level and family social and economic circumstances; and
 - (f) Providing for the financial support of the Minor Children.
 - e. Minimize the Minor Children's exposure to harmful parental conflict;
 - f. Encourage the Parties, where appropriate, to meet the responsibilities to the Minor Children through agreements in the Parenting Plan rather than relying on judicial intervention; and,
 - g. Protect the best interests of the Minor Children.
4. DECISION-MAKING AUTHORITY: Pursuant to § 81-9-203(10), UTAH CODE ANNOTATED:
- a. **Day to Day Decisions.** Day to day decisions regarding the care, control and discipline of the Parties' Minor Children will be made by the Party with whom the Minor Children is residing at the time. Either Party may make emergency decisions regarding the health or safety of their Minor Children. Both Parties will immediately notify the other Party regarding any emergency circumstances or substantial changes in the health of the Minor Children.
 - b. **Extracurricular Activities.** The Parties shall discuss any extracurricular activities for the Minor Children that would interfere with a Party's parent-time prior to initiating the extracurricular activity with the goal of showing a unified

front to the Minor Children. Any agreement to support an extracurricular activity financially and with parent-time shall be in writing.

5. DISPUTE RESOLUTION PROCESS: Pursuant to §§ 81-9-203(11)(a), UTAH CODE ANNOTATED:

- a. **Significant Decisions.** The Parties will discuss with each other the significant decisions regarding education, health care, and religious upbringing of the Minor Children. Should the Parties have a dispute regarding these significant decisions and are unable to reach an agreement, the Parties will seek advice from related professionals. If the Parties can still not come to an agreement, Jazmin shall have temporary decision-making authority and the Parties will arrange for mediation through Utah Dispute Resolution, or any other agreed upon mediator. If the Parties are unable to come to an agreement at mediation, Joan may present the matter to the Court. If the Court finds that a Party has used or frustrated the dispute resolution process without good reason, then that Party shall be responsible for all attorney's fees, court costs and mediation fees.

6. EDUCATION PLAN: Pursuant to § 81-9-203(11)(d), UTAH CODE ANNOTATED:

- a. **School Determination.** Jazmin's home shall be used for the purpose of determining the schools that the Minor Children attend;
- b. **Education Decisions.** In the event the Parties disagree about education decisions for the Minor Children, the Parties shall follow the Dispute Resolution Process as outlined above; and,

- c. **Access During School.** Both Parties shall have access to the Minor Children during school and, with prior written notice to the other Party, each Party shall have authority to reasonably check the Minor Children out of school.

7. PARENT-TIME: Pursuant to § 81-9-203(14), UTAH CODE ANNOTATED:

- a. **Regular Parent-Time.** The Parties shall be awarded parent-time as the Parties may agree, and if the Parties are unable to come to an agreement, the Party shall share parent-time pursuant to § 81-9-304, UTAH CODE ANNOTATED, consistent with the following bi-weekly schedule:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Wk 1	Jazmin Overnight	Jazmin Overnight	Jazmin Overnight	Joan Overnight	Jazmin Overnight	Jazmin Overnight	Jazmin Overnight
Wk 2	Jazmin Overnight	Jazmin Overnight	Jazmin Overnight	Joan Overnight	Joan Overnight	Joan Overnight	Joan Overnight

- b. **Holiday Parent-Time.** Absent an agreement between the Parties, the Parties shall be awarded holidays pursuant to §81-9-303(15), UTAH CODE ANNOTATED, as follows:

Holiday	Even Year	Odd Year	Schedule
Father's Day	Father	Father	9:00 a.m. to 7:00 p.m.
Mother's Day	Mother	Mother	9:00 a.m. to 7:00 p.m.
Children's Birthday/Day Before	Father	Mother	Day before/after birthday, 3:00 p.m. to 9:00 p.m.
Children's Birthday	Mother	Father	On actual birthday, 3:00 p.m. to 9:00 p.m.
President's Day	Father	Mother	Friday 6:00 p.m. to Monday 7:00 p.m.
Spring Break and Easter	Mother	Father	6:00 p.m. day school lets out to 7:00 p.m. Sunday before school resumes
Memorial Day	Father	Mother	Friday 6:00 p.m. to Monday 7:00 p.m.
July 4th	Mother	Father	July 3 6:00 p.m. to July 4 11:00 p.m. or July 5 6:00 p.m. (mother's option)
July 24th	Father	Mother	Beginning 6 p.m. July 23 until either 11 p.m. on July 24 or 6 p.m. on July 25
Labor Day	Mother	Father	Friday 6:00 p.m. to Monday 7:00 p.m.
Fall School Break (UEA)	Mother	Father	Wednesday 6:00 p.m. to Sunday 7:00 p.m.
Halloween	Father	Mother	School day: after school–9:00 p.m. Weekend: 4:00 p.m.–9:00 p.m.
Thanksgiving	Mother	Father	Wednesday 7:00 p.m. to Sunday 7:00 p.m.
Christmas Vacation (1st) Christmas	Father	Mother	Beginning of vacation to 1:00 p.m. halfway through break
Christmas Vacation (2nd) New Years	Mother	Father	1:00 p.m. halfway through break to 7:00 p.m. day before

			school resumes
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c. **Extended Parent-Time.** Pursuant to § 81-9-305(5)(a), UTAH CODE ANNOTATED,

The Parties shall be awarded the following Extended Parent-Time:

- i. Each Party shall have two (2) weeks of extended parent-time when school is not in session for summer break.
- ii. In even-numbered years, Joan shall provide notice to Jazmin by May 1, and then Jazmin shall provide notice to Joan by May 15 of their extended parent-time plans; if a scheduling conflict arises, Joan's extended parent-time shall take precedence over Jazmin's extended parent-time.
- iii. In odd-numbered years, Jazmin shall provide notice to Joan by May 1, and then Joan shall provide notice to Jazmin by May 15; if a scheduling conflict arises, Jazmin's extended parent-time shall take precedence over Joan's extended parent-time.
- iv. If a Party fails to provide a notification within the above time periods and a conflict arises, the complying Party's extended parent-time shall take precedence.

d. **Transportation.** Pick-up and drop-off shall be made at the Minor Children's school or childcare when possible and the Parties shall share the transportation costs by having the Party receiving the Minor Children provide the transportation; when school is not in session, Joan shall continue to pick-up and drop-off the Minor Children at the beginning and ending of his parent-time. A stepparent, grandparent, or other responsible adult designated by a Party may pick up the Minor Children if the other Party is aware of the identity of the individual.

e. **Traveling Notice.** Pursuant to § 81-9-202(19)(a), UTAH CODE ANNOTATED, for emergency purposes, whenever the Minor Children travels with either Party overnight, all of the following shall be provided to the other Party:

- i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the Minor Children or traveling Party can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the Minor Children's location.
 - f. **International Travel.** Each Party shall be permitted to travel outside of the United States with the Minor Children without permission of the other Party, so long as they comply with the above notice requirement at least thirty (30) days prior to the international travel taking place. The Parties shall cooperate in obtaining and renewing passports for the Minor Children, executing any consents or documents required to obtain and renew the passports. The non-traveling Party shall execute any required consent forms to permit the Minor Children to travel, so long as the above notice requirement has been met by the traveling party.
 - g. **Relocation.** When and if a Party moves 150 miles or more from the other Party the relocating Party shall provide written notice, to the other Party at least sixty (60) days before the day on which the relocating Party intends to relocate, that complies with § 81-9-209(3), UTAH CODE ANNOTATED, and an expedited hearing may be scheduled to determine the best interests of the Minor Children and parent-time.
8. ADVISORY GUIDELINES AND ADDITIONAL PARENTING PROVISIONS. The Parties shall follow the Advisory Guidelines, contained in § 81-9-202, UTAH CODE ANNOTATED, and additional parenting provisions, as follows:

- a. **Special Events.** Special consideration shall be given by each Party to make the Minor Children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Minor Children or in the life of either Party which may inadvertently conflict with the parent-time schedule.
- b. **School Interruption.** Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either Party without prior written notice.
- c. **Self-Help.** Neither parent-time nor child support is to be withheld due to either Party's failure to comply with a court-ordered parent-time schedule.
- d. **Notice of Events.** The Parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Minor Children are participating or being honored, and both Parties shall be entitled to attend and participate fully.
- e. **Information Access.** Each Party shall have direct access to all reports regarding the Minor Children, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency. Each Party shall have direct access to all reports regarding the Minor Children, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency.

- f. **Contact Information.** Each Party shall provide the other with the Party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- g. **Parent-Child Communication.** Each Party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- h. **Surrogate Care.** Each Party shall provide all surrogate care providers with the name, current address, and telephone number of the other Party and shall provide the other Party with the name, current address, and telephone number of all surrogate care providers.
- i. **Relationship Promotion.** The Parties shall promote a healthy, beneficial relationship between the Minor Children and the other Party.
- j. **Right of First Refusal.** Parental care shall be presumed to be better care for the Minor Children than surrogate care and both Parties shall be awarded the right of first refusal to provide care for the Minor Children when the other Party would require surrogate care overnight. If a Party decides to exercise the right of first refusal then that Party shall be responsible for picking up and returning the Minor Children to the other Party for that period. This right does not preclude or prevent the Minor Children from spending reasonable time, including overnight visits, with family and friends without the presence of either Party.

- k. **Temporary Changes.** A Party asking for a temporary change to the parenting schedule will act in good faith and ask the other parent about the change as soon as possible, and any change shall be by mutual agreement and in writing, including in trade of parent-time. The Parties shall fairly change parenting schedules when family situations, illnesses or other commitments make changes reasonable.
- l. **Clothing and Personal Items.** The Parties shall each supply appropriate clothing and personal items for the Minor Children during their parent-time.
- m. **Flexibility.** As the Minor Children grow older their interests may influence the parent-time schedule. The Parties shall be flexible in making reasonable changes to the parenting schedule as the needs and interests of the Minor Children may require.
- n. **Messengers.** The Parties shall not use the Minor Children as messengers to communicate with each other. Unless ordered by the Court, the Parties shall not use any third parties to communicate with each other.
- o. **Travel Restraints.** The Parties shall comply with the Utah Department of Public Safety travel requirements regarding appropriate safety restraints for the Minor Children.

9. MUTUAL RESTRAINING ORDERS

- a. **Involving the Minor Child.** The Parties shall not, in the presence or hearing of the Minor Child:
 - i. Demean or disparage (talk badly about) the other Party;

- ii. Attempt to influence the Minor Child's preference regarding custody or parent-time; or
 - iii. Say or do anything that would negatively affect the love and affection of the Minor Children for the other Party, or involve the Minor Children in the legal issues of this matter.
 - iv. When the Minor Children is under a Party's care, that Party shall use their best efforts to prevent other from doing anything described above, and if necessary, they shall remove the Minor Children from the situation.
- b. **Narcotics and Alcohol.** Both Parties shall be mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Children or before transporting the Minor Children. Furthermore, both Parties shall be mutually restrained from allowing the Minor Children to be in the presence of third parties using illegal narcotics or consuming alcohol to excess.
- c. **Threats and Violence.** Both Parties shall be mutually restrained from committing, trying to commit or threatening to commit any violence against the other. The Parties shall be restrained from bothering, annoying, stalking, harassing, or threatening the other Party. Furthermore, the Parties shall be restrained from speaking derogatorily about each other on social media, including, but not limited to, Facebook and Twitter.
- d. **Communication.** All communication shall be civil, respectful, courteous and non-threatening and only regarding the Minor Children. The Parties shall communicate in writing, via text message or email, except in a case of emergency they may call each other. Any necessary response to a text message or email shall be given in a timely manner and at least within 24 hours of receiving the text message or email.

- e. **Enforcement.** If one Party fails to comply with a provision of this *Parenting Plan*, the other Party's obligations under the *Parenting Plan* are not affected. Should a Party fail to fulfill a provision of the *Parenting Plan*, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.

10. CHILD SUPPORT

- a. Jazmin has a gross monthly income of \$4,506, based on his hourly rate of \$26.00 at fulltime hours, and Joan has a gross monthly of \$5,287 based on his hourly rate of \$30.50 at fulltime hours. Based on the Parties' gross monthly incomes and joint physical custody, Jazmin shall be awarded \$759 in ongoing monthly child support, pursuant to the UTAH CHILD SUPPORT ACT, set forth in § 81-6-101 et. seq., UTAH CODE ANNOTATED, consistent with a Child Support Obligation Worksheet. Joan's income is subject to immediate income withholding, as set forth in Section 62A, Chapter 11, UTAH CODE ANNOTATED. This award shall be effective as of July 1, 2026, and except as provided below, both Parties waive any claim for child support arrearages.

11. MEDICAL EXPENSES

- a. § 81-6-208, UTAH CODE ANNOTATED, shall be applied, as modified:
- i. Medical expenses and costs include any medical, dental, orthodontal, psychological, therapeutic, and prescription costs.
 - ii. Insurance for the medical expenses of the minor child shall be provided by a parent if it is available at a reasonable cost.
 - (a) The parent providing insurance for the medical expenses of the child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment

of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

- iii. If at any time a dependent child is covered by both parent's health, hospital, or dental insurance plans, Jazmin's plan shall be primary and Joan's shall be secondary.
- iv. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.
 - (a) The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.
 - (b) The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.
- v. Pursuant to § 81-6-208, UTAH CODE ANNOTATED, each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical expenses incurred for the dependent child, including but not limited to deductibles and copayments.
 - (a) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The parent receiving the verification of the cost and payment of the medical expenses shall reimburse the other parent for one-half of the payment within 30 days.
 - (b) The parent receiving the verification of the cost of medical expenses shall:

- (i) Send a copy of the Decree of Divorce to the creditor of the medical expenses;
 - (ii) Notify the creditor of their current address; and,
 - (iii) Shall make arrangements to pay the creditor their one-half portion of the medical expenses.
- vi. Pursuant to §§ 15-4-6.5-6.7, 81-3-105, and 81-4-406, UTAH CODE ANNOTATED: When a court order has been entered providing for the payment of medical expenses of a minor children pursuant to § 81-6-208, UTAH CODE ANNOTATED, or an administrative order under § 62A-11-326, UTAH CODE ANNOTATED, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order, nor may the creditor make a negative credit report under § 70C-7-107, UTAH CODE ANNOTATED, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by the Party under the order.
 - (a) Each Party shall send a copy of the *Decree of Divorce* to the creditor of the particular medical expense of the Minor Children;
 - (b) Notify the particular creditor of that Party's current address; and,
 - (c) Inform the particular creditor that it may not make a claim for unpaid medical expenses against that Party if that Party has paid in full that share of medical and dental expenses required to be paid by that Party under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107, UTAH CODE ANNOTATED, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order.
- vii. 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 expenses or to recover the other parent's share of the expenses if that parent fails to comply with notice provisions above.

- b. A Party's income is subject to income withholding for their portion of the Minor Children's medical expenses and medical insurance costs, as described above, in accordance with Title 62A, Chapter 11, Parts 4 and 5, UTAH CODE ANNOTATED.

23. CHILDCARE EXPENSES

- a. The Parties shall equally share work-related childcare costs pursuant to § 81-6-209, UTAH CODE ANNOTATED.

13. EXEMPTION FOR INCOME TAX PURPOSES

- a. For the 2026 Tax Year, Joan may claim the three oldest children and Jazmin shall claim the youngest child as a tax exemption.
- b. Beginning with the 2027 Tax Year, Joan may claim the two oldest children and Jazmin shall claim the two youngest children as tax exemptions.
- c. When only three children are available to claim, the parties shall alternate claiming the oldest child, with Jazmin claiming them first.
- d. When only two children are available to claim, Joan shall claim the oldest child and Jazmin claiming the youngest child.
- e. When only one child is available to claim, the Parties shall alternate claiming them, with Jazmin claiming them first.
- f. Joan may only claim the children as tax exemptions if he is current on his child support obligation as of the December 31st of the Tax Year in question.
- g. The Parties shall execute any necessary IRS forms.

14. ASSET AND DEBT DIVISION

- a. **Real Property.** During the marriage, the parties acquired an interest in the home located at 5281 Stockton Street, Salt Lake City, Utah 84118. The home shall be sold and the Parties shall equally divide the net proceeds from the sale of the home except that \$14,938 shall be taken from Joan's portion of the sale proceeds and given to Jazmin, representing the following: \$6,000 for all child support arrearages and \$8,938 for Joan's portion of the repossessed Jeep.
- b. **Separate Property.** The Parties should be awarded their pre-marital property, gifts, inheritances, and personal effects, i.e., toiletry and clothes.
- c. **Marital Property.** The Parties marital property should be awarded the marital property currently in their possession.
- d. **Vehicles.** The Parties should be awarded the vehicles currently in their use and possession, free and clear of any claim by the other Party, holding the other Party harmless thereby.
- e. **Financial Assets.** The Parties should be awarded the financial assets held in their own names, free and clear of any claim by the other Party, including retirement.
- f. **Financial Debts.** The Parties shall be responsible for the debts held in their own name, holding the other Party harmless thereby.
- g. **Business Interests.** The Parties have no business interests.

15. MISCELLANEOUS

- a. **Alimony.** Neither Party shall be awarded alimony.
- b. **Maiden Name.** Jazmin shall be awarded the use of her maiden name, "Erreguin", if she so chooses.
- c. **Attorney Fees.** The Parties shall pay their own attorney fees and costs.
- d. **Execution.** Each Party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the DECREE OF DIVORCE hereafter to be entered by the court. 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 seek 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.

- e. **Enforcement.** Should a Party fail to fulfill a provision of the DECREE OF DIVORCE, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.
- f. **Modification.** Upon the filing of any Petition to change any provision of the final DECREE OF DIVORCE, the Parties should attempt to resolve the issue through mediation.

END OF ORDER

COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/ Joan Avila Hernandez

Respondent

E-Signature Used with Permission of Joan Avila Hernandez, Given Via Email [juanhernandezavila092@gmail.com]

Dated 06/09/26

CERTIFICATE OF SERVICE

I hereby certify that, on the 9th day of June 2026, I caused the forgoing proposed FINDINGS OF FACT AND CONCLUSIONS OF LAW to be served upon Respondent, via USPS, postage prepaid, and email, as follows:

Joan Avila Hernandez
3880 S. 1530 W.
WVC, UT 84119

juanhernandezavila092@gmail.com

/s/ Nick Gottwald