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

“In the matter of the marriage of” MARIANA D. GONZALEZ ALVARADO Petitioner, And LEOBALDO J. ROJAS ULLOA Respondent.	DECREE OF DIVORCE Civil No. 264901625 Judge: Thaddeus May Commissioner: Renee Blocher
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THE COURT, having entered its Findings of Fact and Conclusions of Law, hereby
ordered, adjudged and decreed as follows:

1. Divorce. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the parties are hereby awarded a Decree of Divorce to become absolute and final upon entry by the Court.
2. Children. There are two (2) minor children at issue between the parties, **I.D.R.G.** born January 2011, and **E.S.R.G.** born August 2019.
3. Legal Custody/Decision Making Process: Petitioner shall be awarded sole legal

custody of the minor children.

4. Physical Custody and Parent Time: Petitioner shall be awarded sole physical custody of the minor children according to Utah Code §81-9-302.

5. Pickup and Delivery for Parent Time: Petitioner shall be awarded sole physical custody of the minor children according to Utah Code §81-9-302.

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

7. Holidays: The parties shall exercise holiday parent time as they agree, or pursuant to Utah Code § 81-9-302, as amended if they cannot agree, with Petitioner being designated as the custodial parent on the schedule.

8. The holiday schedule shall have priority over normal weekly rotations.

Even Years	Odd Years	Holiday and Time According to Utah Code §81-9-302
Mother	Father	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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.
Father	Mother	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 minor 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
Mother	Father	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.
Father	Mother	Memorial Day

		(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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.
Mother	Mother	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.
Father	Father	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.
Father	Mother	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
Mother	Father	Independence Day (1) Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.
Father	Mother	Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Mother	Father	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 minor 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.
Father	Mother	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.
Mother	Father	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.
Father	Mother	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.
Mother	Father	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.
Father	Mother	Thanksgiving (1) Holiday begins on Wednesday at: (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.
Mother	Father	Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day on 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 27th at 7 p.m.
Father	Mother	Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	Day Before or After Minor Child's Birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

9. Relocation: The parties shall follow Utah Code §81-9-209 if either parent relocates 150 miles or more from the other parent's residence.

10. Right of First Refusal: The parties shall have an optional right of first refusal if the party exercising parent-time will not be with the children for a period that is four hours or more. The party exercising the right of first refusal shall be responsible for transportation. If a parent is going to be without the children for a period of four hours or more, they shall communicate such to the other parent and offer the other parent the right of first refusal.

PARENTING PLAN

11. Advisory Guidelines: In addition to the parent-time schedules provided in Utah

Code § 81-9-302 and Utah Code § 81-9-203, the following advisory guidelines in Utah Code § 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

12. 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.

13. Both parties shall have access to the children during school and authority to check the children out of school, with notice to the other parent.

14. Notice of Events: 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 parents are entitled to attend and participate fully.

15. Access to Records: Both parents 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.

16. Travel: The parties shall follow Utah Code § 81-9-202(19) whenever the children travel with either parent. Neither party shall take the minor children out of the country without express written permission from the other.

17. Passports: Both parties shall cooperate in obtaining passports for the minor children. The minor children's passports shall be in possession of Petitioner when neither party is traveling with the minor children.

18. 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.

19. 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.

20. Sharing of Information: The parties will use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another aware of what is happening in the children's lives.

21. 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.

22. 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 any provision of the parenting plan or a child support order may result in a finding of contempt of court.

END OF PARENTING PLAN

1. Child Support: Pursuant to Utah Code § 81-6-202, Respondent shall pay child support to Petitioner for two (2) minor children of the parties pursuant to a sole custody worksheet, from the date of separation, June 15, 2024, to current.

2. Respondent is ordered to pay child support in the amount of \$111 per month. This amount was calculated using Petitioner's gross monthly income of \$3,293 and Respondent's

imputed gross monthly income at minimum wage in the amount of \$1,256 per month

3. Pursuant to the Uniform Child Support Guidelines until (1) said children become 18 years of age, or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801 *et. Seq.* (as amended – including and incorporating all subsequent amendments thereto). Upon the month following the occurrence of the foregoing the child support award will automatically terminate.

4. Health Insurance: The parties shall maintain health insurance coverage for the minor children so long as such coverage is available through their respective places of employment at a reasonable cost. Petitioner is currently maintaining and paying for the health insurance coverage for the benefit of the minor children.

5. The parties are required to each pay one half (1/2) of the children's portion of the insurance premiums. This shall be calculated by dividing the premium amount by the number of persons covered under the policy and then dividing the result by two to determine each party's responsibility. At any time, the parties' minor children are covered by insurance policies from both parents, then the parties will be solely responsible for the insurance premiums of their own respective plans with no responsibility for any portion of the premiums of the insurance policies of the other parent.

6. Pursuant to Utah Code §81-6-208 *et. Seq.* (as amended – including and incorporating all subsequent amendments thereto), each party shall 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 party's child. Evidence of such expenses shall be submitted in writing with copies of receipts to the non-incurring party within thirty (30) days of having been incurred. Once verification of the expense has been delivered to the non-incurring party, the non-incurring party will have thirty (30) days in which to reimburse the paying party for his/her one-half share.

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

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

9. The parent incurring medical expenses may be denied the right to receive reimbursements for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section

10. Pursuant to Utah Code §15-4-6.7, when a court order has been entered providing for the payment of medical expenses for minor child pursuant to the Utah Code, 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.

11. Child Care Expenses: The parties shall follow the provisions of Utah Code §81-6-209.

12. Children Tax Exemption: Petitioner shall be entitled to claim the minor children of the parties as dependents for all federal and state income tax purposes each year.

13. Alimony: Neither party shall be awarded alimony from the other.

14. Retirement Accounts: The parties affirm that there are no retirement or life insurance accounts with vested assets subject to divide in this matter.

15. Bank and Financial Accounts: Each party shall retain any bank accounts held in their individual name, free and clear of any claim by the other party.

16. Personal Property: During the course of the marriage, the parties acquired certain items of personal property. Said property shall be divided as the parties may agree.

17. Vehicles. During the marriage, the parties acquired certain vehicles which shall be awarded as follows:

- a. Petitioner shall be awarded the 2015 Nissan Altima and all equity contained therein. Petitioner shall be solely responsible for any loans or debts associated with the vehicles, if applicable.
- b. Petitioner shall be awarded the 2007 Toyota Camry and all equity contained

therein. Petitioner shall be solely responsible for any loans or debts associated with the vehicles, if applicable.

18. Debts: The parties have incurred certain debts during the course of the marriage. Each party shall be solely responsible for any debts incurred individually in his or her own name.

19. Real Property: No real property was acquired during the course of the marriage and none is subject to division between the parties.

20. Mutual non- harassment: 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. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise. Both parties shall only communicate electronically (text or co-parenting app) with each other about issues related to the children.

21. Documents. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce.

22. Attorney Fees: Both parties shall pay their own attorney's fees so long as this matter is uncontested. Shall Respondent unreasonably contest these terms, he shall pay Petitioner's attorney fees.

THE ABOVE COMPLETES THE ORDER OF THE COURT. SEAL AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF THE FIRST PAGE OF THE ORDER

APPROVED AS TO FORM:

Leobaldo J. Rojas Ulloa
Respondent

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE
TO THE PETITIONER: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of
Civil Procedure of the District Courts of the State of Utah, that this Order prepared by
Respondent's counsel shall be the Order to the court unless you file an objection in writing
within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I do certify that I delivered a true and correct copy of the foregoing to the Respondent by
email on May 15, 2026 as following:

Leobaldo J. Rojas Ulloa
leorojasus@gmail.com
Respondent

/s/ Olga Elguera

Paralegal to Jose A. Loayza