



James L. Harris, Jr., USB # 8204
Attorney at Law
231 East 400 South, Suite 20
Salt Lake City, UT 84111
801-466-3133
jlharris65@myctl.net
Attorney for Alfredo Gonzalez

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

IN THE MATTER OF THE MARRIAGE OF: ALFREDO GONZALEZ, Petitioner, and JULIE CARMEN RODRIGUEZ. Respondent.	DECREE OF DIVORCE Case Number: 254901637 DA Judge: Patrick Corum Commissioner: Kim M Luhn
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THE ABOVE CAPTIONED MATTER came before the Court for hearing or consideration on the date set forth below, the undersigned, one of the Judges of the above entitled Court presiding. In a Judicial Settlement Conference with the Hon. Amber M. Mettler, the parties entered into a Stipulation on the record resolving all outstanding issues between them. The thirty day waiting period has expired. The evidence necessary to establish jurisdiction and grounds for the divorce was presented through the declaration filed herein in support of the divorce decree. The Court having previously

made its Findings of Fact and Conclusion of Law, based thereon and for good cause appearing, the Court hereby makes and enters the following:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The parties have lived in Salt Lake County, State of Utah for at least three (3) months prior to the filing of this matter.
2. Utah is the home state of the minor children pursuant to Utah Code Ann. § 81-11-201(1)(a).
3. The court has jurisdiction over the parties and the subject matter herein. Venue is proper in Salt Lake County, State of Utah.
4. The parties are granted a divorce on the basis of irreconcilable difference, and the marriage of the parties is hereby dissolved.

CHILDREN

5. The parties are the legal mother and father of four minor children born as issue of the marriage: J.T.G., born on February 6, 2016; A.M.G., born on April 16, 2019; A.J.G., born on May 21, 2021; and A.L.G., born on September 3, 2022.

CUSTODY

6. The parties are hereby awarded joint legal and joint physical custody, with the Respondent designated as the primary custodial parent.

PARENT TIME AND PARENTING PLAN

7. The parent time schedule shall be as the parties agree.

8. If the parties do not agree, the Petitioner's parent-time shall be pursuant to Utah Code Ann. § 81-9-303 for the minor children, but with the modification of Petitioner's parent-time as follows:

Week One: Beginning the first weekend after the entry of the decree, and alternating weekends, the Petitioner's parent-time shall begin at 6 p.m. on Friday, or at the election of the Petitioner, shall begin at the time the minor children's school or daycare is regularly dismissed, and end on Monday upon delivering the minor children to school or daycare, or at 8:00 a.m. if there is no school.

If there is no school, and the Petitioner is available to be with the minor children, and in accommodation with the custodial parent's work schedule, his parent-time may begin on Friday at 9:00 a.m. and end on Monday upon delivering the minor children to school or daycare, or at 8:00 a.m., if there is no school.

Week Two: Beginning the second weekend after the entry of the decree, and alternating weekends beginning at 9:00 a.m. on Saturday, and ending on Monday upon delivering the minor children to school or daycare, or at 8:00 a.m. if there is no school.

If the Petitioner is unable to exercise his allotted parent-time, he shall give at least one (1) hour notice to the Respondent prior to the scheduled parent-time.

9. **Summer/Extended Parent Time.** The parties shall exercise summer/extended parent time as they agree or pursuant to the Utah Code Ann. §81-9-303, with the Respondent being designated as the custodial parent on that schedule.

10. Parent-time for holidays. The parties will exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-303, with the Respondent being designated as the custodial parent on the schedule.

11. Parent-transfers (“transfers”). When school is not in session, each party will pick up the children at the other party's residence to start their respective parent-time *via* curbside pick-up, with each party either remaining in their respective residence. Otherwise, pick-up and drop-off of the children at the beginning and end of parent-time will occur at the school or daycare.

12. Allocation of decision-making authority.

a. Each parent will make day-to-day decisions for the children during the time they are caring for the children.

b. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

c. Joint decision-making and resolution of future disputes between the parents. The parents will share responsibility for making significant decisions about the children. However, if the parties are unable to resolve the dispute, the parties should mediate prior to bringing a matter before the court.

13. Education plan

a. **Location of school.** The children shall continue to attend school at their current location. The parties agree, however, to discuss the children's schooling. If the parties cannot agree, then they shall attend one (1) mediation session to discuss the issue.

b. **School access.** Both parents have access to the minor children during school and the authority to check the minor child out of school.

14. Communication with the children. The parents agree they will:

a. Provide age-appropriate help to the children to communicate with the other parent.

b. Give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

a. Parents and children may communicate with each other at the children's discretion. If the parent initiates communication with the children, it shall occur at reasonable times and for a reasonable duration.

15. Records and information sharing. Both parents will have access to records and the ability to consult with providers regarding education, childcare, and healthcare.

16. Travel by the children.

- a. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others
- b. If the children will be traveling for more than seven days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations, and phone numbers at least 30 days in advance. In case of an emergency, the parent will provide as much notice as possible.

17. Child care.

- a. The parties agree that the children shall continue to attend Bright Minds Daycare for childcare.
- b. Parental care shall be presumed to be better care for the child than surrogate care, and the parties shall cooperate in allowing the non-custodial parent, if willing and able to transport the children, to provide the child care.
- c. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the non-custodial parent with the name, current address, and telephone number of all surrogate care providers.

18. Communication: The parties will use text messages as their sole form of communication with each other. The parties will be civil with one another, and only discuss matters related to the children. They will not use their children to deliver messages or to schedule parent-time.

19. Mutual Restraining Order: Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of their children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or a significant other of either parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation.

20. Right of First Refusal. Each party shall have the first option to provide care when the other is unavailable to provide personal care for the children during their parent-time when the length of absence is for a period of three (3) hours or longer.

21. Relocation of a parent. Pursuant to U.C.A. § 81-9-209, if either party decides to move from the state of Utah or 150 miles or more from the residence specified in the court's decree, that parent shall provide reasonable advance written notice of the intended relocation to the other party. The Court may, upon motion of any party or upon the Court's own motion, schedule a hearing with notice to review the parent-time schedule and make appropriate orders regarding the visitation and cost of visitation transportation.

CHILD SUPPORT

28. Child support should be based on a joint physical custody worksheet, with the Petitioner having 145 overnights, and the Respondent having 220 overnights.

29. Using the Utah Child Support Guidelines, Alfredo will pay Julie \$629.00 monthly for child support for the four minor children starting March 1, 2026. Child support is consistent with the Utah Child Support Guidelines, and a Child Support Worksheet is submitted herewith.

30. The Petitioner owes child support arrears in the amount of \$7,266.00 through March 1, 2026. The Petitioner shall pay this amount to the Petitioner from his proceeds from the sale of the house.

MEDICAL AND DENTAL INSURANCE

31. The parties shall provide medical and dental insurance for the benefit of the minor children if it is available at a reasonable cost through their employment. The cost of such medical insurance shall be paid equally by both parties. It is also proper that any medical and dental expenses not covered by insurance should be paid jointly by the parties.

32. A party incurring medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall make their portion of those payments or make arrangements to do so within forty-five (45) days of receipt of the documentation supporting required participation.

33. If a party incurs medical expenses and fails to comply with the preceding paragraph, that party may be denied the right to receive credit for the expenses or to recover the other party's share.

CHILD CARE COST

34. The parties shall jointly share in the cost of reasonable childcare costs incurred each month as a result of either party's work. Each party shall pay their portion of these childcare costs directly to the provider.

35. The parties shall split the cost of the children's activities and classes. A written agreement shall be executed by the parties prior to any enrollment or sign-up explaining the monthly fees and additional costs, what each party shall pay, and by what date each month, or as the parties may otherwise agree. If one party objects to the children's activity and classes, then the entire cost of such activity and/or class shall be borne by the party who insists on the activity or class.

TAXES

36. Each party shall be entitled to claim two (2) of the parties' minor children as dependents for tax purposes (including any tax credits) while there are four (4) children that may be claimed. When there are three (3) children that may be claimed, the Petitioner shall claim two (2) children on tax years ending in an even number, and one (1) child on tax years ending in an odd number, and the Respondent shall claim the opposite. When there are two (2) children that may be claimed, each party shall claim one (1) child.

Finally, when there is only one (1) child that may be claimed, the Petitioner shall claim the child on even years, and the Respondent shall claim the child on odd years.

37. In the event Petitioner is not current in all child support obligations and all other financial obligations herein by December 31st, Respondent shall be entitled to claim all of the parties' minor children for tax purposes.

PERSONAL PROPERTY

38. The parties have previously made a equitable division of their personal property, and the court confirms the parties division. Each party is awarded the personal property currently in their possession free and clear of any claim by the other party.

39. Each party is awarded their own vehicle free and clear of any claim by the other party, subject to any indebtedness thereon, and holding the other party harmless therefrom.

40. The Respondent's name shall be removed from the parties joint accounts, including any joint savings account, and any joint checking account. Respondent may present this decree to any relevant financial institution to have her name removed from any joint savings or checking accounts where her name appears.

DEBTS

41. The parties have the following joint marital debt: 1Canyon View (formerly UFirst) Credit Union Credit Card with approximate balance of \$6,000.00; US Bank Credit Card with an approximate balance of \$3,100.00; US Bank Credit Card with an

approximate balance of \$7,100.00, and a power bill in the amount of approximately \$1,800.00.

42. The parties shall pay these debts from the sale of the home, as more fully set forth below.

43. Each party is ordered to pay any debt incurred in their own name, incurred for the own benefit subsequent to the parties' separation.

HOME

44. The parties acquired a marital home located at 3892 S 2520 West, West Valley, UT 84119. The parties shall list the home for sale with a competent realtor within sixty (60) days of the entry of the Decree herein. The parties shall cooperate and agree to the listing price, and shall agree to the ultimate sale price. If the parties cannot agree, they shall rely upon the reasonable advice of their realtor.

45. After satisfying any cost associated with the sale, the outstanding mortgage, and the debts set forth above, the parties shall split the equity.

46. As noted, the Petitioner shall pay his child support arrears out of his share of the equity.

ALIMONY

47. Neither party is awarded alimony.

48. Both parties shall pay their respective attorney fees and costs.

END OF DECREE

The electronic signature and stamp of the court shall appear on the front page of this document.

APPROVED AS TO FORM:

Sydney Mateus
Attorney for Julie Carmen Gonzalez (Respondent).

CERTIFICATE OF SERVICE

I hereby certify that I caused to be delivered a true and correct copy of the foregoing DECREE OF DIVORCE *via* e-mail to the following:

2Sydney Mateus
Salt Lake Legal Aid Society
960 South Main Street
Salt Lake City, UT 84101
Attorney for Respondent

3smateus@lasslc.org

on the 6th day of MARCH, 2026, the 18th day of MARCH, 2026, the 13th day of APRIL, 2026 and *via* the court's e-filing system this 19th day of JUNE, 2026.

by: ___/s/___James L. Harris, Jr.____
James L. Harris, Jr.
Attorney for Petitioner