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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

In the Matter of the Marriage of:

JOSE ROGELIO FIGUEROA PEREZ,
Petitioner,

and

MARISOL CONTRERAS-ENRIQUEZ,
Respondent.

DECREE OF DIVORCE

Civil Number.: 264900744
Judge: Amber M. Mettler
Commissioner: Michelle Blomquist

This matter came before the Court on Petitioner's Affidavit of Jurisdiction and Grounds for Divorce in accordance with Rule 104 of the Utah Rules of Civil Procedure. The Court having reviewed the sworn testimony of the Petitioner, along with the file in this matter, 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 and Respondent should be awarded joint physical and joint legal custody of the minor children M.F.C., who was born in June 2017 and A.V.F.C., who was born in November 2022.

PROVISIONS RELATING TO THE EXERCISE OF PARENT TIME

3. The Petitioner is entitled to 170 overnights with the minor children. The Respondent is entitled to 195 overnights with the minor children. The parent time will be based on Utah Code 81-9-305 (3)-(5) (see below) except that Respondent should be entitled to additional overnights (that do not occur during holiday or summer expended parent time and which she should announce to the Petitioner at least one week in advance) such that she is entitled to 195 overnights per year:

(3)(a) the parent-time schedule is as follows:

(i) The Respondent shall exercise parent-time starting Monday morning and ending Wednesday morning;

(ii) The Petitioner shall exercise parent-time starting Wednesday morning and ending Friday morning; and

(iii) each parent shall alternate weeks exercising parent-time starting Friday morning and ending Monday morning.

(b)The child exchange shall take place:

(i)at the time the minor child's school begins; or

(ii)if school is not in session, at 9 a.m.

(4)(a) The holiday schedule shall be consistent with Utah Code 81-9-302(13), with the Petitioner (Father) entitled to holidays as if he were the non-custodial parent and with the Respondent (Mother) entitled to holidays as if she were the custodial parent, as follows:

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.	All years if	All years if

	(2) Holiday ends on Mother's Day at 7 p.m.	noncustodial parent is the mother or other parent granted the holiday in the order.	custodial parent is the mother or other parent granted the holiday in the 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.	Odd years	Even years

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

(5)(a) Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

(b)(i) One parent may make a designation at any time and the other parent may make a designation after May 1.

(ii) A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

(c) The Petitioner (Father) may make the earlier designation for even numbered years and the Petitioner (Mother) may make the earlier designation for odd numbered years.

(d) The two consecutive weeks described in Subsection (5)(a) take precedence over all holidays except for Mother's Day and Father's Day.

PROVISION RELATING TO TRAVEL

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. If a parent remains in Salt Lake County and the other parent is relocating, the child should remain with the

parent who remains in Salt Lake County until there is a relocation order agreed upon by the parties or decided upon by the court.

JOINT LEGAL CUSTODY PARENTING PLAN

Decision Making

6. Minor day-to-day decisions regarding the care, control and discipline of the parties' child shall be made by the parent who has custody or parent-time with the child at the time.
7. The parents shall discuss with each other and mutually decide the significant decisions regarding their children, including, but not limited to, the children's education, health care, and religious upbringing. If the parties cannot agree, Respondent shall have the authority to make the final decision.
8. Should either parent feel that a decision made under the paragraphs above is contrary to the best interests of the child, that parent may bring the matter before the court.
9. If the parties have a dispute concerning an issue addressed in the parent time provisions of the decree or the parenting plan, they have the option of participating in mediation or bringing the matter to the court. If, after bringing the matter before the court, the judge or commissioner requires mediation, the parties should make a good faith effort to set up and participate in mediation with a mediator agreed to by the parties or designated by the court.

Medical Care

10. Both parties have the right to obtain medical information on the minor children from the healthcare providers directly without the necessity of going through the other party or getting his or her permission. Both parties should facilitate the other party's access as needed such as by

listing the other parent as being authorized to access the records and otherwise, as needed, upon request.

11. The parent who has the child at the time the child suffers a medical emergency has the authority to make any initial decision regarding emergency medical care until such time as the other parent can be involved in decisions. That parent should notify the other parent of the emergency immediately.

12. Each party should facilitate the taking of medication or other regimens of therapy that the parties or the court has determined to be in the best interest of the children to which a parent has acquiesced to unless and until the parent challenges the decision to subject the child to such treatment.

Education Plan

13. Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting his or her permission. Each party should be listed as a parent for the purposes of school contact and medical care provider contact.

14. The school the children will attend is based on Respondent's residence.

15. Both parents have authority to check the children out of school and both parents have access to the children during school hours. However, a parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time.

Activities and Events

16. Both parties have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of without delay and as soon as practical after the parent becomes aware of the event and with enough advance notice to attend.
17. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
18. The parties should attempt to schedule extra-curricular activities during his or her own parent time and at his or her own expense. If a parent wants a child to participate in, or if a child wants to participate in, an activity that spans the parties' parent times, then the parties should discuss the activity and, if both parties agree in writing, both parties should support the child in the agreed upon activity, financially and otherwise. The parties should share the cost of such activities equally unless the parties agree otherwise.

Communication Between the Parties

19. Each party 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.
20. Communication between the parties should be civil.

21. Under normal circumstances, the parties should avoid communication through third persons. The children should not be used as messengers.
22. The parties may discuss matters beyond matters involving the minor child but either party should be able to request that a conversation return to a focus on matters involving the minor children and the other party should respect such request(s).

Communication with the Children

23. Parents will:
- a. provide age-appropriate help to the children to communicate with the other parent.
 - b. Parents and children may communicate with each other at reasonable times and for reasonable duration.
 - c. Give their 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 that is of reasonable duration and reasonable frequency.

Restraining Orders

24. The parties are restrained from disparaging the other party to or in the presence of the children and should seek to remove the children from the presence of any third party who is speaking in a disparaging way about the other party. Both parties should be restrained from discussing the legal action or any adult topics with or in the presence of the children and should seek to remove the children from the presence of any third party who is discussing such matters.

The parties are restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

25. Neither parent will allow others to permanently change the constitution or the appearance of the body of a child, including but not limited to body piercing, tattooing, permanent cosmetics, other cosmetic procedures, or gender reassignment without the written consent of the other parent.

26. The parties are ordered to refrain from using corporal punishment on a minor child and shall seek to prevent third parties from doing so.

PROVISIONS RELATING TO CHILD SUPPORT

27. Petitioner is employed and earns, or has the ability to earn the sum of \$3,750.00 per month, and the Respondent is employed and earns, or has the ability to earn approximately \$5,833.00 per month. Based upon the parties' respective incomes and any supplemental information received, the Petitioner is ordered to pay child support to Respondent, pursuant to Utah Code §78B-12-202, et seq., in the minimum of \$2.00 per month, commencing with the month of July, 2025. Base child support should continue until each 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.

28. Should physical custody of the children change, then the child support shall automatically change. Further, when a 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, the based child support awarded shall be automatically adjusted to reflect the base combined child support

obligation shown in the table for the remaining number of children due child support, unless otherwise provided.

29. Petitioner is entitled to a reduction in her child support obligation by 50% during time periods when the children are in his custody by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days pursuant to Utah Code Annotated §78-45-7.11(1)(a).

30. Further, Petitioner is entitled to a reduction in her child support obligation by 25% during time periods when the children are in his custody by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days pursuant to Utah Code Annotated §78-45-7.11(1)(b).

31. The Petitioner is required to make the monthly child support payments to the Respondent in one installment due on the 1st day of each month for the month it is due.

32. Petitioner should pay child support directly through a deposit into Respondent's account and, therefore, the Respondent should not be entitled to income withholding relief. If Respondent believes that Petitioner is behind in child support, she should inform him of this and then Petitioner shall have sixty (60) days to pay the amount owed. If Petitioner does not pay, Respondent may then bring the dispute before the court.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

33. 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.

34. The party providing coverage is 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 2nd 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.

35. 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 2nd 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.

36. 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 REAL PROPERTY

37. Prior to the marriage, the Petitioner acquired an interest in a house, and the real property it is situated on, which property is located at 8676 W. Beckville Dr., Magna, Utah 84044. This property is located in Salt Lake County, State of Utah. This property is awarded to Petitioner, free and clear of any claim by the Respondent.

PROVISION RELATING TO MOTOR VEHICLES

38. During the course of the marriage the parties have acquired the following vehicles: 2020 GMC AT4 and a 2014 Jeep Rubicon. Petitioner is awarded the 2020 GMC, subject to his assuming, and holding the Respondent harmless from, the debt and obligation owing thereon. Respondent is awarded the 2014 Jeep Rubicon, subject to her assuming, and holding the Petitioner harmless from, the debt and obligation owing thereon.

PROVISION RELATING TO PERSONAL PROPERTY

39. During the course of their marriage, the parties have acquired certain items of furniture, fixtures, appliances, household goods, personal effects, jewelry, clothing and belongings. Each party is awarded his or her own such items of personalty and all items acquired during the marriage should be divided between the parties in a fair and equitable fashion.

PROVISION RELATING TO BUSINESS INTERESTS

40. Before the marriage, the Petitioner started a business known as Supreme Painting of Utah. The Petitioner is awarded all right, title and interest in said business entity, including any inventory, assets, or receivables associated with the business, subject to the Petitioner being responsible for and holding Respondent harmless from any payables, encumbrance or other obligations associated with said business.

PROVISION RELATING TO RETIREMENT

41. Petitioner does not have retirement savings. Respondent has retirement savings. Respondent is awarded her retirement savings in consideration of the property distribution of property and financial assets in this case.

PROVISION RELATING TO ACCOUNTS

42. Each party is awarded funds in accounts in his or her own name.

PROVISION RELATING TO DEBTS AND OBLIGATIONS

43. The parties have no joint outstanding debts or obligations. Each party should pay, and hold the other party harmless from, any debts in his or her own name.

PROVISION RELATING TO ALIMONY

44. Both parties are healthy, mature adults who are capable of caring for their own needs and who are currently employed or employable. Neither party is in need of alimony. No alimony is awarded.

PROVISIONS RELATING TO TAXES

45. 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 is awarded to that party as his or her own separate property, free and clear of any claim by the other.

46. Petitioner is entitled to claim the parties' minor child, A.V.F.C., as a dependent for both federal and state income tax purposes every year.

47. Respondent is entitled to claim the parties' minor child, M.F.C., as a dependent for both federal and state income tax purposes every year.

48. The foregoing notwithstanding, a parent is not 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.

SEPARATE PROPERTY

49. 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

50. Each party should pay his or her own attorney fees and court costs incurred in this matter.

PROVISION RELATING TO ENFORCEMENT

51. If either party fails in the performance of any of his or her obligations under the Decree, that 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/ Marisol Contreras-Enriquez*S. Alan Moore

*electronic signature by S. Alan Moore pursuant to permission given in email message on July 6, 2026.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 4th day of March, 2026, a true and correct copy of the foregoing document entitled **DECREE OF DIVORCE** was caused to be served on the following as indicated:

Marisol Contreras-Enriquez
8676 W. Beckville Dr.
Magna, UT 84044

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

/s/ S. Alan Moore
S. Alan Moore