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

IN THE MATTER OF THE MARRIAGE OF:

ALBERTO C. HERNANDEZ,

Petitioner,

and

JAZMIN L. JAIMEZ,

Respondent.

DECREE OF DIVORCE

Case No.: 264901818

Judge: Teresa Welch

Commissioner: Michelle Blomquist

This matter comes before the Court by way of Petitioner Alberto C. Hernandez's ("Mr. Hernandez") and Respondent Jazmin L. Jaimez's ("Ms. Jaimez") Petition for Divorce and the parties' Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the Petition and the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

- 1.** Alberto C. Hernandez is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.
- 2.** During the marital relationship, the parties have resided in the state of Utah and this court has jurisdiction over Jazmin L. Jaimez pursuant to Utah Code 81-4-405.
- 3.** The parties were married on or about September 22, 2007, in Mexico City, Mexico and are presently married.
- 4.** During the marriage, the parties entered into a written Post-Marital Agreement dated December 8, 2025 (“Post-Marital Agreement”). The Post-Marital Agreement addresses the division of the parties’ property and debts and other financial matters between the parties

GROUND

1. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

CHILDREN

2. The parties are the parents to two (2) minor children, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
A.N.H.	October 2012
A.Z.H.	December 2008

3. No other children are expected as issue of this marriage.

4. The parties' minor children have resided in Salt Lake County, State of Utah, for the past six (6) months and the children presently reside in Salt Lake County. Utah is the home state for the minor children.

5. The parties have no knowledge of any current custody proceeding concerning the parties' minor children pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the children have been filed in any Juvenile Court.

6. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor children or who claims to have custody or visitation rights with respect to the parties' minor children.

CHILD CUSTODY AND PARENT-TIME

5. The parties shall be awarded joint legal custody of the minor children.

6. The parties shall exercise 50/50 parent-time on a week-on/week-off schedule, with parent-time transfers occurring on Sunday evenings unless the parties mutually agree otherwise.

7. Holiday parent-time shall take place as the parties may agree.

8. If the parties cannot agree regarding holiday parent-time, the parties shall exercise holiday parent-time pursuant to Utah Code Ann. § 81-9-303 as applicable, with Ms. Jaimez designated as the noncustodial parent for purposes of determining the holiday parent-time schedule only Utah Code Ann. § 81-9-303.

9. Should either parent relocate more than 150 miles from the residence occupied at the time of the Decree, that parent should provide advanced written notice of at least sixty (60) days of the intended relocation to the other parent, and the parties should attempt to revise their parent-time

schedule to fit the change in circumstances. Should the parties be unable to agree, either party may require that the court schedule a hearing, with notice, to review the parent-time schedule and to make appropriate orders regarding custody and parent-time and costs for parent-time transportation.

10. Both parties shall provide the other with his or her current address and telephone number in the event that they may change.

11. If either party intends to travel outside the state of Utah with the minor children, advanced notification shall be provided to the other party as required by Utah Code.

CHILD SUPPORT

12. No traditional child support shall be awarded. Accordingly, the monthly child support obligation shall be \$0.00. This determination is based upon the parties' similar incomes, including Ms. Jaimez's imputed earning capacity. For purposes of calculating child support, the parties stipulate that Mr. Hernandez's gross monthly income is \$6,413.00 and that Ms. Jaimez's gross monthly income shall be imputed at \$6,195.00 based on the parties' agreement that Ms. Jaimez has an earning capacity of \$6,195.00 per month. The imputation of additional monthly income to Ms. Jaimez is solely for purposes of calculating child support and shall not be considered evidence of her historical earnings or actual earning capacity in any future proceeding, including any request to modify child support based upon a change in income. Each party shall be responsible for the minor children's expenses during their respective parent-time.

INSURANCE, MEDICAL EXPENSES, AND CHILD CARE

13. The parties' minor children are in need of health insurance. Whichever party acquires a health insurance policy that is more cost-effective for the parties, then that party should be responsible for maintaining the health insurance coverage on behalf of the minor children, so long as it is available to them at reasonable cost.

14. Both parties should share equally the out-of-pocket cost of the premium actually paid for the children's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the children should be calculated by dividing the premium amount by the number of persons covered under the policy.

15. All medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor children should be equally divided between the parties.

16. On a regular basis, but in no event less than every thirty (30) days, the parties should furnish to the other verification in the form of canceled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each party should reimburse the other within thirty (30) days for all properly documented unreimbursed medical care expenses.

17. The parties should each satisfy one-half (1/2) of all work-related childcare costs for the parties' minor children, if any.

SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES

18. The parties should each satisfy one-half (1/2) of any out-of-pocket educational expenses for the parties' minor children (i.e. registration, books, required supplies, lunch fees, etc.).

19. The party incurring the out-of-pocket expense should provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party should reimburse the other within thirty (30) days.

20. Each party should assume one-half (1/2) of any out-of-pocket expense for the minor children's extracurricular activities.

21. The party incurring the out-of-pocket expense should provide verification to the other party within thirty (30) days of incurring the expense. Upon receipt of said verification, that party should reimburse the other within thirty (30) days.

SCHOOL ENROLLMENT AND TRANSPORTATION

22. A.N.H. shall remain enrolled at Dual Immersion Academy through completion of the 8th grade in 2027.

23. The parties' agreement for A.N.H. to remain enrolled at Dual Immersion Academy is expressly conditioned on Ms. Jaimez being responsible for all school transportation in a manner that does not cut into Mr. Hernandez's parent-time.

24. While A.N.H. attends Dual Immersion Academy, Ms. Jaimez shall be solely responsible for arranging and providing all school transportation, including drop-off, pick-up, and transporting A.N.H. between the parties as needed to ensure the minor child attends school while preserving Mr. Hernandez's parent-time.

25. The parties expressly stipulate and agree that implementation of this clause shall not reduce, shorten, or otherwise cut into Mr. Hernandez's parent-time. Any transportation or exchange required to facilitate school attendance shall be scheduled and performed so that Mr. Hernandez receives the full parent-time awarded under the parties' orders.

26. To the extent an exchange between the parties is necessary to accomplish school transportation on a day that falls within Mr. Hernandez's parent-time, Ms. Jaimez shall (a) pick up A.N.H. from Mr. Hernandez's residence, and (b) return A.N.H. to Mr. Hernandez's residence.

27. If the parties agree in writing for a particular day (or defined period), Mr. Hernandez may drop off A.N.H. to Ms. Jaimez so that she can then transport the minor child to school. Any such accommodation is voluntary, shall not create a continuing obligation, and shall not be construed to modify the allocation in Paragraph 28 or to reduce Mr. Hernandez's parent-time.

28. Upon A.N.H.'s completion of the 8th grade in 2027 and cessation of attendance at Dual Immersion Academy, Mr. Hernandez shall thereafter be responsible for transporting A.N.H. during his parent-time.

29. Neither party shall unilaterally change A.N.H.'s school enrollment or materially alter the agreed transportation arrangement absent (a) a further written stipulation signed by both parties, or (b) a court order.

PERSONAL PROPERTY

30. During the course of their marriage, the parties acquired certain personal property.

31. Pursuant to the parties' Post-Marital Agreement, each party shall retain his or her own personal property and personal effects, including wedding rings, inherited property, and any premarital property.

32. Any remaining items of marital property not otherwise awarded to either party pursuant to the Post-Marital Agreement should be divided between the parties in an equitable manner.

REAL PROPERTY

33. During the course of the parties' marriage, the parties acquired real property located at

5327 Sefton Drive, West Valley City, UT 84120.

34. Pursuant to the parties' Post-Marital Agreement, the marital residence is a joint marital asset in which the parties each hold an equal interest. The parties have agreed that the marital residence has an approximate value of \$600,000 with approximately \$57,300 currently owed on the mortgages encumbering the property.

35. Under the terms of the Post-Marital Agreement, either party may initiate a buyout of the other party's interest in the marital residence by providing written notice. Mr. Hernandez shall have the first opportunity to complete a buyout within three (3 months). Ms. Jaimez shall have the next opportunity to complete a buyout of Mr. Hernandez.

36. If neither party completes a buyout, the marital residence may be sold to a third party, and the net proceeds of the sale shall be divided equally between the parties.

37. The Post-Marital Agreement further provides that Mr. Hernandez may utilize retirement funds, including the Capital Group ProIndustrial 401k (*1729) through a Qualified Domestic Relations Order (QDRO), refinancing, or other financing to facilitate a buyout of Ms. Jaimez' interest in the marital residence.

BUSINESS INTERESTS

38. During the course of the parties' marriage, the parties acquired the business known as J&A Services, LLC.

39. Pursuant to the parties' Post-Marital Agreement, the business should be awarded to Mr. Hernandez as his sole and separate property.

40. During the course of the parties' marriage, the parties acquired the business known as JAAZ Interiors LLC.

41. Pursuant to the parties' Post-Marital Agreement, the business should be awarded to Ms. Jaimez as her sole and separate property.

ASSETS

42. Pursuant to the parties' Post-Marital Agreement, the parties should make an equitable division of the funds in any joint bank account(s).

43. Any premarital or separate accounts will be retained by the respective party named thereon.

DEBTS AND OBLIGATIONS

44. During the course of the parties' marriage, the parties may have incurred certain joint debts and obligations.

45. Pursuant to the parties' Post-Marital Agreement, each party should be responsible for any and all debts incurred solely in their name either prior to or after the Agreement and hold the other free and harmless therefrom.

46. Any debts held jointly should be divided equally between the parties who will hold the other free and harmless thereon.

47. Neither party will incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of entry of the Decree of Divorce, is the debt of that individual party, regardless of if the debt was incurred as a result of joint credit.

TAXES

48. The parties stipulate and agree that Mr. Hernandez shall be entitled to claim the minor children and all associated tax benefits in each even-numbered year.

49. The parties stipulate and agree that Ms. Jaimez shall be entitled to claim the minor

children and all associated tax benefits in each odd-numbered year, to the extent permitted by applicable law.

50. This alternating-year allocation shall apply beginning with tax year 2026, unless the parties expressly agree otherwise in a signed writing

INVESTMENT AND RETIREMENT ACCOUNTS

51. During the course of the parties' marriage, the parties may have acquired certain retirement and/or investment accounts.

52. Pursuant to the parties' Post-Marital Agreement, each party should be awarded their own separate retirement and/or investment accounts, free and clear of any claim from the other party.

53. Notwithstanding the foregoing, pursuant to the parties' Post-Marital Agreement, Mr. Hernandez may utilize funds from his retirement account(s), including the Capital Group ProIndustrial 401(k) account ending in *1729, through a Qualified Domestic Relations Order ("QDRO") or other appropriate means, as necessary to effectuate Mr. Hernandez's buyout of Ms. Jaimez's interest in the marital residence located at 5327 Sefton Drive, West Valley City, Utah 84120. Any transfer of retirement funds to Ms. Jaimez pursuant to a QDRO shall be solely for purposes of effectuating the agreed buyout of the marital residence and shall not otherwise constitute a division of the parties' retirement accounts.

DISSIPATION

54. The parties should be enjoined from closing any joint accounts, or selling, transferring, or encumbering any marital asset described herein, without notice to and prior written consent of the other party, or subsequent Order of the Court.

ALIMONY

55. Pursuant to the parties' Post-Marital Agreement, both parties are able-bodied individuals capable of full-time employment and neither party should be awarded alimony from the other, past, present, or future.

COSTS AND ATTORNEY FEES

56. Pursuant to the parties' Post-Marital Agreement, the parties should each be responsible for their own attorney fees acquired in pursuing a Decree of Divorce and waive their right to contest this matter.

THIRD-PARTY CONTACT RESTRICTION

57. The parties stipulate and agree that Victor Galindo shall not be around the children at any time, including during either party's custody or parent-time, at exchanges, at either party's residence, in any vehicle transporting the children, at school or school events, at extracurricular activities, and at medical or counseling appointments. The children shall not be taken to any business owned, operated, or affiliated with Victor Galindo, nor shall they have contact with or be around Victor Galindo's family members, in order to ensure the children are not inadvertently exposed to Victor Galindo.

58. Each party shall take reasonable steps during that party's custody or parent-time to ensure Victor Galindo is not present with the children and to avoid any situation in which the children are exposed to Victor Galindo, including by ensuring the children are not taken to locations where Victor Galindo is known to frequent, work, reside, or conduct business.

THERAPY

59. The parties stipulate and agree that either party may seek and arrange therapy services for the minor children when that party reasonably believes such services are necessary for the

minor children's health, safety, or welfare.

MISCELLANEOUS

60. The parties should be mutually restrained from discussing any aspect of this divorce proceeding directly to, in front of, or in the presence of the minor children. In addition, the parties should not permit third persons to do what they are prohibited from doing.

61. Neither party should make or allow anyone else to make any disparaging remarks about the other party directly to, in front of, or in the presence of the minor children.

62. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

63. The parties should be restrained from posting about the other party or the divorce proceedings on any form of social media or otherwise engaging in similar conversations on any social media platform and should not permit third persons to do what they are prohibited from doing.

64. Each party should be restrained from harassing, annoying, or otherwise bothering the other party.

65. The parties should be restrained from contacting the other party in excess; communication should be via text message or email, except in case of emergencies, and should be cordial.

66. Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

67. Each party should be ordered to provide a certified copy of the final Decree of Divorce

and any modifications to all creditors pursuant to Utah Code Ann. §81-4-501(4) and Utah Code Ann. §15-4.6.5 and to effectuate compliance with these statutes.

INTERPRETATION/APPLICABILITY

68. This document shall be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

SEVERABILITY

69. If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

DISCLOSURE

70. Each party has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

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

***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

/s/ Jose A. Loayza August 10, 2026
JOSE A. LOAYZA / DATE
Attorney for Respondent
Signed electronically with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 10th day of August 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay
DANIEL W. MCKAY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Jose Loayza 231 East 400 South, Suite 310 Salt Lake City, Utah 84111 Email: jose@loayzalaw.com	☒ E-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☐ E-Mail ☐ Personal Service

DATED AND SIGNED this 11 day of August 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Madi Awtrey

Legal Assistant to:
DANIEL W. MCKAY
Attorney for Petitioner