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

In the Matter of the Child of:	DECREE OF CUSTODY
MARIANA ROSE ALVAREZ, Petitioner	
and	Case No. 264902240
DUKE ARVEN ROBERTS, Respondent.	Judge: Chelsea Koch Commissioner: Michelle Blomquist

This matter comes before the Court on Petitioner's VERIFIED PETITION FOR PARENTAGE, filed April 29, 2026, and Respondent's COUNTERPETITION FOR PARENTAGE, filed June 2, 2026. The parties reached a complete agreement that was signed and filed with the Court on August 27, 2026.

Having reviewed the Settlement Agreement, and finding that all documents are in order, and having made and entered its Findings of Fact and Conclusions of Law, the Court now
ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

CHILD CUSTODY AND PARENT-TIME

1. Petitioner shall be awarded sole legal and sole physical custody of their minor child O.R.RA (DOB 07/2019)

2. Respondent shall be awarded parent-time with the minor child pursuant to Section 81-9-302, UCA, as follows:

(a) **Midweek Parent-Time.**

(i) one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 4:00 p.m. and ending at 7:00 p.m.; or

(ii) at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A) beginning at the time that the minor child's school is regularly dismissed and ending at 7:00 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 7:00 p.m.;

(b) **Alternating Weekend Parent-Time.**

(i) beginning on the first weekend after entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending on Sunday at 7 p.m.; or

(ii) at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:

(A) beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;

(c) **Holiday Parent-Time.** Each holiday granted to the noncustodial parent in accordance with the following holiday schedule.

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 minor child;	Odd	Even

	(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.		
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.	Even	Odd
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	Even
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.	Even	Odd
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.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if 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.	Even	Odd

	(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
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.	Odd	Even
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	Odd
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.	Odd	Even
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	Odd
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	Even
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	Odd
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.	Odd	Even

	(2) Holiday ends on December 27th at 7 p.m.		
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.	Even	Odd
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

(d) **Extended Parent-Time.** The noncustodial parent is entitled up to four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break. For the four weeks of extended parent-time for a noncustodial parent: (i) two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and (ii) two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

(e) A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks, which may be consecutive, when school is not in session for summer break.

(f) Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break. For the notification requirement:

(i) in odd-numbered years: (A) the noncustodial parent shall provide notice to the custodial parent by May 1; and (B) the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii) in even-numbered years: (A) the custodial parent shall provide notice to the noncustodial parent by May 1; and (B) the noncustodial parent shall provide notice to the custodial parent by May 15.

(iii) If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods, the first parent to provide notice may determine the schedule for summer break for the other parent.

(iv) If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives

notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

3. Utah shall be declared the home state of the minor child.

4. Utah shall retain jurisdiction over all custody and parent-time matters.

5. All exchanges shall occur at the homes of Petitioner and Respondent with the receiving party doing the pick-up, at the curbside of the other parties' homes.

CHILD SUPPORT

6. The Utah Office of Recovery Services ("ORS") is currently administering the collection of child support, Case No. C001768358.

7. Commencing July 9, 2026, Respondent shall pay ongoing monthly child support to Petitioner in accordance with the Utah Child Support Act, Utah Code Ann. § 78B-12-101 et seq.

8. Petitioner is employed full-time and is paid \$25.9994 per hour or a gross monthly income of \$4,506.56. Respondent is employed full-time and is paid \$28.66 per hour or a gross monthly income of \$4,967.73.

9. Based on the foregoing, Respondent shall pay Petitioner ongoing child support in the amount of \$487.00 per month, commencing July 9, 2026. See Child Support Worksheet, attached as Exhibit A.

10. All monthly payments of child support shall be payable 1/2 by the 5th day of each month and 1/2 by the 20th day of that month.

11. The collection of child support shall continue to be administered by the Utah Office of Recovery Services or by electronic funds transfer.

12. Pursuant to Utah Code § 81-6-212, a parent, legal guardian, or the office may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. If child support has not been modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order.

13. Pursuant to Utah Code § 81-6-213, the child support award shall automatically terminate, without the need to modify the most recent child support order by a court, when a child: (a) becomes 18 years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later; (b) dies, marries, becomes a member of the armed forces of the United States; or (c) is emancipated in accordance with Title 80, Chapter 7, Emancipation.

14. No child support arrearages exist through August 21, 2026. All child support obligations have been paid through said date, and there are no outstanding arrearages.

HEALTH CARE EXPENSES

15. Petitioner and Respondent shall provide health care coverage for the medical expenses of their dependent child, as defined by Utah Code § 81-6-208. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child. The parent that is able to obtain insurance for medical and dental

expenses that provides the best coverage at the most favorable cost shall provide the insurance for the child.

16. If, at any point in time, the minor child is covered by the medical or dental insurance of both parents, the medical or dental insurance of Petitioner shall be primary coverage for the minor child and the medical or dental insurance of Respondent shall be secondary coverage for the minor child. If a parent remarries and his or her minor child is not covered by that parent's medical or dental insurance but is covered by a step-parent's medical or dental insurance, the medical or dental insurance of the step-parent shall be treated as if it is the medical or dental insurance of the remarried parent and shall retain the same designation as the primary or secondary plan of the minor child.

17. Petitioner and Respondent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor child 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 minor children in the instant case.

18. If both parties provide medical insurance for the minor child so that the minor child is double covered, then each party shall be responsible for the payment of his or her own insurance premiums.

19. Petitioner and Respondent shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, therapeutic, orthodontic, and vision expenses incurred for the minor child, including co-payments, co-insurance, and deductibles.

20. 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.

21. 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

22. The party ordered to maintain insurance for the medical and dental expenses of the minor child shall provide verification of coverage to the other party on or before January 2 of each year and shall notify the other party and the State of Utah, Office of Recovery Service ("ORS"), if ORS is providing collection services, within 30 days of any change of coverage.

23. 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 minor child's portion of the premium. If 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 child's portion of the premium. If ORS has an open case to collect child support for the parties, then the parties shall provide notice of any needed information regarding insurance coverage and if notice is not provided to ORS, then no credit shall be applied toward the child support obligation by ORS.

24. No medical expense arrearages exist through August 21, 2026. All medical expenses and bills for the minor child have been paid through said date, and there are no outstanding arrearages.

CHILD CARE EXPENSES

25. Pursuant to Utah Code § 81-6-209, Petitioner and Respondent shall share equally the reasonable work-related child care expenses of the parents, if any.

26. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

27. A parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

28. No reimbursement shall be required for child care provided by a parent, grandparent, other relative, or any other family member. Reimbursement for child care expenses shall be limited to work related amounts actually paid to licensed child care providers.

29. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other

parent's share of the expenses if the parent incurring the expenses fails to comply with the immediately preceding paragraph.

30. No child care expense arrearages exist through August 21, 2026. All child care expenses for the minor child have been paid through said date, and there are no outstanding arrearages.

EXTRA CURRICULAR ACTIVITIES

31. Petitioner and Respondent shall share equally all of the expenses incurred for the minor child's extra-curricular activities that are agreed to in writing, whether in school, the community, or otherwise. In the event the parties are unable to agree regarding a child's participation in an activity, neither party shall be obligated to facilitate or transport the child to such activity if it interferes with that party's parent-time. Any party who elects to enroll the child in an activity without the agreement of the other party shall be solely responsible for all associated costs.

EXEMPTION FOR INCOME TAX PURPOSES

32. Petitioner shall be awarded the right to claim the minor child as a dependent for purposes of filing their federal and state income tax returns each and every year.

ATTORNEY'S FEES

33. Petitioner and Respondent shall each pay their own attorney fees and costs.

**END OF DOCUMENT
COURT SIGNATURE AND DATE APPEARS AT TOP OF FIRST PAGE**

Approved as to Form:

DUKE ARVEN ROBERTS,
Respondent, Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on this 14th Day of September, 2026 I caused to be e-mailed a true and correct copy of the foregoing DECREE OF CUSTODY, upon the Respondent Duke A. Roberts by US Mail, postage pre-paid and/or e-mail as follows:

DUKE A. ROBERTS
1056 E 5235 S

SALT LAKE CITY, UT 84117

duke.roberts1@icloud.com

Pursuant to Rule 7(f)(2), URCP, objections to the proposed order shall be filed within seven days after service. The party preparing the order shall file the proposed order upon being served with an objection or upon expiration of the time to object.

/s/ Mark K. Nelson

Mark K. Nelson,
Counsel for Petitioner