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Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH, OGDEN DEPARTMENT**

In the matter of the marriage of

AMY SOPHIA ALVAREZ

and

JUAN AUGUSTINE ALVAREZ

DECREE OF DIVORCE

Case No.: 254901478

Judge: Camille Neider

Commissioner: Brandon Richards

Tier 4

Petitioner Amy Sophia Alvarez having filed a Petition for Divorce against the Respondent Juan Augustine Alvarez; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. The Court received evidence and took testimony and being fully apprised herein and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: The parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. MARRIAGE: Petitioner and Respondent are husband and wife, having been married on May 16, 2016.
3. GROUNDS: That during the course of the marriage, irreconcilable differences have arisen making the continuation of the marriage relationship both impossible and impracticable.
4. CHILDREN: That during the course of the marriage, the parties have had one (1) child born as issue of said marriage, to-wit: *E.M.A., a female born May 31, 2018*. No other children are now expected.
5. CUSTODY AND PARENT TIME:
 - a. Legal custody. The Petitioner will be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202.
 - i. Decision Making: Any major decision regarding healthcare and/or education will be made upon mutual agreement between the parties. If the parties are unable to come to a joint decision regarding a major decision they will seek the input and advice of professionals in the area of decision, such as doctors, counselors, etc. If after discussion with relevant professionals they are still unable to come to an agreement the Petitioner will have the presumptive decision-making authority. If the Respondent believes the decision is harmful to the children he may bring the matter before the court.

- b. Physical Custody.** That the Petitioner will be awarded the sole physical custody, care, and control of the minor child of the parties.
- c. Parent-time.** Respondent should be awarded parent-time as the parties agree. If they cannot agree then Respondent should have standard parent-time pursuant to U.C.A. §81-9-302, however Respondent's parent-time on his weekends will terminate Monday morning when school begins or at 9:00 a.m. so long as the parties can agree the extra overnight works with the child's schedule and routine, taking into account her special needs and circumstances.
- d. Holiday/extended parent-time.** The parties will share holiday parent-time as they agree, if they cannot agree the parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-302.

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; (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 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 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	Even years	Odd years

	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'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. (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 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 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. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 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.	Odd years	Even years
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 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

e. Transportation. Pursuant to Utah Code §81-9-202(5) the parties will equally divide the transportation between them as follows: each party should retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties.

f. Relocation Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.

g. Telephone and Virtual Communications. The parties will continue to allow the child to call/video call the other parent at reasonable times and for reasonable durations.

6. CHILD SUPPORT:

- a. For child support purposes, Petitioner's income will be imputed at \$5,732 per month and Respondent's income will be imputed at \$4,098 per month.
- b. Based on the Utah Child Support Guidelines, Respondent should be ordered to pay Petitioner child support in the amount of \$426.00 per month, commencing November 1, 2025. The Petitioner waives any child support arrears.
- c. Pursuant to Utah Code §81-7-102, the child support payment will be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.
- d. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).
- e. Pursuant to Utah Code §81-6-202(10)(f), an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

7. HEALTH INSURANCE:

- a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as

it is available through their employment. Respondent agrees to continue to maintain the health insurance for the child through his current employer.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half ($\frac{1}{2}$) of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party should pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within

thirty (30) days of payment. The other party should reimburse their one-half (½) within thirty (30) days of receipt of the verification.

e. Compliance. The party 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 the party incurring the expenses fails to comply with this section.

f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Petitioner should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

8. CHILD CARE: Pursuant to Utah Code §81-6-209 the parties will equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties'

working or attending school. The parties' minor child has some special needs. Petitioner's mother has always provided daycare for the child. The Petitioner pays her mother \$200 per month for daycare. The parties recognize this cost is significantly less than the parties would pay to another daycare provider. Respondent agrees to pay Petitioner \$100 per month for his half of the daycare costs paid to Petitioner's mother. Petitioner waives any claim to childcare arrearage.

9. EXTRACURRICULARS AND SCHOOL FEES:

- a.** The parties will split equally all costs for any agreed upon in writing extracurricular activities.
- b.** The parties will share equally in the child's school fees and lunches.

10. INCOME TAX DEDUCTIONS:

- a.** The Respondent will claim the minor child for tax filing purposes in odd numbered tax years. Petitioner will claim the minor child in even numbered tax years.
- b.** Pursuant to Utah Code §81-6-210, if Respondent is not current in his child support obligation and childcare obligation the tax exemption should automatically revert to Petitioner.

11. REAL PROPERTY:

- a.** The Petitioner purchased the home located at 2729 Van Buren Ave., Ogden, UT 84403 with her son after the parties' separation. The home is not

marital property and is awarded to the Petitioner free and any claim or interest of the Respondent.

12. PERSONAL PROPERTY:

- a.** Petitioner will be awarded the personal property currently in her possession.
- b.** Respondent will be awarded the personal property currently in his possession.

13. DEBTS:

- a.** The Parties should each be responsible for their own debts. Each waives any claim for the payment of debt by the other party.

14. ALIMONY:

- a.** The Parties waive any past, present or future claims for alimony.

15. RETIREMENT BENEFITS:

- a.** The parties should each be awarded their own retirement account(s) free and clear of any interest of the party.

16. MAIDEN NAME: That Petitioner should be restored to her maiden name of *Martinez*, if she so desires.

17. ATTORNEYS FEES:

- a.** That each of the parties will pay their own attorney fees and court costs if this matter.

b. That if either party defaults in his or her obligation hereunder, or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

18. CIVIL RESTRAINING ORDERS:

- a.** Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b.** The parties should not malign or defame the other.
- c.** The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d.** The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.
- e.** The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

- 1.** Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Petition for Divorce.
- 2.** That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested

3. For all such other and further relief as the Court may deem just and proper under the circumstances.

DATED March 10, 2026.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Juan Augustine Alvarez

Juan Augustine Alvarez

Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED September 16, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Jaime G. Richards
Jaime G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Juan Augustine Alvarez
Respondent

Email: juan.augustin85@gmail.com

☐ U.S. Mail
☒ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on September 16, 2026.

/s/ Taeler Love
Paralegal