

FILED

JUN 09 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

Elsa Adriana Loreto Garcia

Name

594 N 980 W

Address

Orem, Utah 84057

City, State, Zip

801-427-0888

Phone

loretoadriana450@gmail.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Elsa Adriana Loreto Garcia

(name of Petitioner)

and

Cristian Santiago Covarrubias Garcia

(name of Respondent)

Other parties (if any)

Divorce Decree

264400908

Case Number

johnson

Judge

Snow
Commissioner (domestic cases)

The court decrees:

Divorce

1. Elsa Adriana Loreto Garcia is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Elsa Adriana Loreto Garcia. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Elsa Adriana Loreto Garcia** and **Cristian Santiago Covarrubias Garcia** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Christopher Covarrubias Loreto**

Date of Birth: **Apr 27, 2012**

b.

Child Name: **Chrisel Covarrubias Loreto**

Date of Birth: **May 1, 2016**

c.

Child Name: **Christian Covarrubias Loreto**

Date of Birth: **May 1, 2016**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Christopher Covarrubias Loreto**

Date of Birth: **Apr 27, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Mar 1, 2023**

Address: **594 N 980 W, Orem, Utah 84057 United States**

(1).

Caretaker at this address: **Elsa Adriana Loreto Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

(2).

Caretaker at this address: **Cristian Santiago Covarrubias Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

b.

Child Name: **Chrisel Covarrubias Loreto**

Date of Birth: **May 1, 2016**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Mar 1, 2023**

Address: **594 N 980 W, Orem, Utah 84057 United States**

(1).

Caretaker at this address: **Elsa Adriana Loreto Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

(2).

Caretaker at this address: **Cristian Santiago Covarrubias Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

c.

Child Name: **Christian Covarrubias Loreto**

Date of Birth: **May 1, 2016**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Mar 1, 2023**

Address: **594 N 980 W, Orem, Utah 84057 United States**

(1).

Caretaker at this address: **Elsa Adriana Loreto Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

(2).

Caretaker at this address: **Cristian Santiago Covarrubias Garcia**

Caretaker current address: **594 N 980 W, Orem, Utah 84057 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Elsa Adriana Loreto Garcia** and **Cristian Santiago Covarrubias Garcia**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Elsa Adriana Loreto Garcia** and **Cristian Santiago Covarrubias Garcia** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Elsa Adriana Loreto Garcia** and **Cristian Santiago Covarrubias Garcia**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Elsa Adriana Loreto Garcia** be awarded Sole Legal and Sole Physical custody **Cristian Santiago Covarrubias Garcia** should have parent-time at reasonable times and places.

Income: Petitioner (Elsa Adriana Loreto Garcia) (Utah Code 81-6-203)

8. **Elsa Adriana Loreto Garcia's** gross monthly income for child support purposes is **\$2400**. **Elsa Adriana Loreto Garcia** base child support amount using the **sole** custody calculation is **\$480**. **Elsa Adriana Loreto Garcia** receives the following gross monthly income:

- a. **Elsa Adriana Loreto Garcia** does not have any countable income from any source.
- b. **Elsa Adriana Loreto Garcia** does not have any income from employment.
- c. **Elsa Adriana Loreto Garcia** is employed at **Next Gen HR Solutions**. **Elsa Adriana Loreto Garcia** earns **\$650** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Cristian Santiago Covarrubias Garcia) (Utah Code 81-6-203)

9. **Cristian Santiago Covarrubias Garcia's** gross monthly income for child support purposes is **\$5958**. **Cristian Santiago Covarrubias Garcia's** base child support amount using the **sole** custody calculation is **\$1175**. **Cristian Santiago Covarrubias Garcia** receives the following gross monthly income:

- a. **Cristian Santiago Covarrubias Garcia** is employed at **Premier Painting INC**. **Cristian Santiago Covarrubias Garcia** earns **\$5958** gross (pre-tax) monthly income working a 40-hour a week job or less.

10. The adjusted gross monthly income for **Cristian Santiago Covarrubias Garcia** is **\$5958**.

Parent-time for special occasions

11. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Cristian Santiago Covarrubias Garcia	Elsa Adriana Loreto Garcia
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 6 p.m. on the day that school dismisses 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 Break	(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 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 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
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

Holiday	Period	Cristian Santiago Covarrubias Garcia	Elsa Adriana Loreto Garcia
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: Elsa Adriana Loreto Garcia is the mother
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: Cristian Santiago Covarrubias Garcia is the father	
Summer Break	Cristian Santiago Covarrubias Garcia will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Cristian Santiago Covarrubias Garcia. Cristian Santiago Covarrubias Garcia will have an additional two weeks of extended Summer Parent-time at the option of Cristian Santiago Covarrubias Garcia, subject to weekday parent-time for Elsa Adriana Loreto Garcia, but not weekends normally exercised by Elsa Adriana Loreto Garcia. Cristian Santiago Covarrubias Garcia will notify Elsa Adriana Loreto Garcia of the summer break extended parent-time by May 1 each year. Elsa Adriana Loreto Garcia will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Elsa Adriana Loreto Garcia. Elsa Adriana Loreto Garcia will notify Cristian Santiago Covarrubias Garcia of the summer break extended parent-time by May 15 each year. If the notification by Cristian Santiago Covarrubias Garcia is not timely, Elsa Adriana Loreto Garcia may determine the schedule for extended parent-time for Cristian Santiago Covarrubias Garcia, so long as Elsa Adriana Loreto Garcia has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
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
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Elsa Adriana Loreto Garcia's Birthday	Elsa Adriana Loreto Garcia will have parent-time each year on Elsa Adriana Loreto Garcia's birthday from 3:00 p.m. until the following morning when Elsa Adriana Loreto Garcia delivers the child to school, or 8:00 a.m. if there is no school.		All years

Holiday	Period	Cristian Santiago Covarrubias Garcia	Elsa Adriana Loreto Garcia
	Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Cristian Santiago Covarrubias Garcia's Birthday	Cristian Santiago Covarrubias Garcia will have parent-time each year on Cristian Santiago Covarrubias Garcia's birthday from 3:00 p.m. until the following morning when Cristian Santiago Covarrubias Garcia delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

13. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

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

Education plan

15. The school the children will attend is based on **Elsa Adriana Loreto Garcia's** home residence.

16. Elsa Adriana Loreto Garcia has authority to check the children out of school. Elsa Adriana Loreto Garcia has access to the children during school. If the parents cannot agree, education decisions will be made by Elsa Adriana Loreto Garcia.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. The parents agree they will:

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

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. Other terms regarding records and information sharing:

Both myself Elsa Adriana Loreto Garcia (mother) and Cristian Santiago Covarrubias Garcia(father) have agreed that I, Elsa Adriana Loreto Garcia will be the sole parent with access to records and the ability to consult with providers regarding education, child care, and health care. Cristian Santiago Covarrubias Garcia will receive information upon request to me, Elsa Adriana Loreto Garcia.

Travel by the children

21. 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.

22. If the children will be travelling for more than **15** 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 emergency, the parent will provide as much notice as possible.

Child care

23. A child care provider for our children must be:

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

24. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

25. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i. Thanksgiving holiday beginning Wednesday until Sunday; and

ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i. the entire winter school break period; and

ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be

responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Elsa Adriana Loreto Garcia) (Utah Code 81-6-203)

28. **Elsa Adriana Loreto Garcia's** gross monthly income for child support purposes is **\$2400**. **Elsa Adriana Loreto Garcia** base child support amount using the **sole** custody calculation is **\$480**. **Elsa Adriana Loreto Garcia** receives the following gross monthly income:

29. **Elsa Adriana Loreto Garcia's** gross monthly income for child support purposes is **\$2400**. **Elsa Adriana Loreto Garcia** receives the following gross monthly income:

- a. **Elsa Adriana Loreto Garcia** does not have any countable income from any source.
- b. **Elsa Adriana Loreto Garcia** has no recent work history. The court should consider **Elsa Adriana Loreto Garcia's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Elsa Adriana Loreto Garcia** is **\$2400**.
- d. **Elsa Adriana Loreto Garcia** is voluntarily unemployed. Based on **Elsa Adriana Loreto Garcia's** work experience, **Elsa Adriana Loreto Garcia** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- e. **Elsa Adriana Loreto Garcia's** occupation is unknown. The court should consider **Elsa Adriana Loreto Garcia** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- f. **Elsa Adriana Loreto Garcia** is employed at **Next Gen HR Solutions**. **Elsa Adriana Loreto Garcia** earns **\$650** gross (pre-tax) monthly income working a 40-hour a week job or less.
- g. **Elsa Adriana Loreto Garcia** is employed at **Next Gen HR Solutions** and grosses **\$650** per month. **Elsa Adriana Loreto Garcia** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Elsa Adriana Loreto Garcia's** work experience, gross monthly income should be attributed to **Elsa Adriana Loreto Garcia** in the amount of **\$2400** per month. (Utah Code 81-6-203)
- h. **Elsa Adriana Loreto Garcia** has normally and consistently earned **\$0** per month in overtime or additional employment above **Elsa Adriana Loreto Garcia's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **Elsa Adriana Loreto Garcia** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement

disability insurance, Social Security Disability Insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

j. **Elsa Adriana Loreto Garcia** receives \$0 per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

k. **Elsa Adriana Loreto Garcia** receives \$0 per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **Elsa Adriana Loreto Garcia** has the following income from any of these sources:

m. **Elsa Adriana Loreto Garcia** is ordered to pay and is paying \$0.00 per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Elsa Adriana Loreto Garcia** is ordered to pay \$0.00 per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **Elsa Adriana Loreto Garcia** has other children that are not in common to both parties and who are not part of this case. \$0.00 may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Cristian Santiago Covarrubias Garcia) (Utah Code 81-6-203)

30. **Cristian Santiago Covarrubias Garcia's** gross monthly income for child support purposes is \$5958. **Cristian Santiago Covarrubias Garcia's** base child support amount using the sole custody calculation is \$1175. **Cristian Santiago Covarrubias Garcia** receives the following gross monthly income:

31. **Cristian Santiago Covarrubias Garcia's** gross monthly income for child support purposes is \$5958. **Cristian Santiago Covarrubias Garcia** receives the following gross monthly income:

a. **Cristian Santiago Covarrubias Garcia** does not have any countable income from any source.

b. **Cristian Santiago Covarrubias Garcia** has no recent work history. The court should consider **Cristian Santiago Covarrubias Garcia's** wage to be the federal minimum wage of \$7.25 an hour. This is a gross monthly income of \$1257. (Utah Code 81-6-203(6)(c) and (d))

c. **Cristian Santiago Covarrubias Garcia** is voluntarily unemployed. Based on **Cristian Santiago Covarrubias Garcia's** work experience, **Cristian Santiago Covarrubias Garcia** is capable of earning \$0.00 per hour, or \$0 per month. (Utah Code 81-6-203)

d. **Cristian Santiago Covarrubias Garcia**'s occupation is unknown. The court should consider **Cristian Santiago Covarrubias Garcia** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))

e. **Cristian Santiago Covarrubias Garcia** is employed at **Premier Painting INC**. **Cristian Santiago Covarrubias Garcia** earns **\$5958** gross (pre-tax) monthly income working a 40-hour a week job or less.

f. **Cristian Santiago Covarrubias Garcia** is employed at **Premier Painting INC** and grosses **\$5958** per month. **Cristian Santiago Covarrubias Garcia** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Cristian Santiago Covarrubias Garcia's** work experience, gross monthly income should be attributed to **Cristian Santiago Covarrubias Garcia** in the amount of **\$0** per month. (Utah Code 81-6-203)

g. **Cristian Santiago Covarrubias Garcia** has normally and consistently earned **\$0** per month in overtime or additional employment above **Cristian Santiago Covarrubias Garcia's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

h. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, Social Security Disability Insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

j. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

k. **Cristian Santiago Covarrubias Garcia** has the following income from any of these sources:

l. **Cristian Santiago Covarrubias Garcia** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

m. **Cristian Santiago Covarrubias Garcia** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Cristian Santiago Covarrubias Garcia** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation

Worksheet - Parent's Home Worksheet.

32. The adjusted gross monthly income for **Cristian Santiago Covarrubias Garcia** is **\$5958**.

Income: Petitioner (Elsa Adriana Loreto Garcia) (Utah Code 81-6-203)

33. **Elsa Adriana Loreto Garcia's** gross monthly income for child support purposes is **\$2400**. **Elsa Adriana Loreto Garcia** base child support amount using the **sole** custody calculation is **\$480**. **Elsa Adriana Loreto Garcia** receives the following gross monthly income:

34. **Elsa Adriana Loreto Garcia's** gross monthly income for child support purposes is **\$2400**. **Elsa Adriana Loreto Garcia** receives the following gross monthly income:

- a. **Elsa Adriana Loreto Garcia** does not have any countable income from any source.
- b. **Elsa Adriana Loreto Garcia** has no recent work history. The court should consider **Elsa Adriana Loreto Garcia's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Elsa Adriana Loreto Garcia** is **\$2400**.
- d. **Elsa Adriana Loreto Garcia** is voluntarily unemployed. Based on **Elsa Adriana Loreto Garcia's** work experience, **Elsa Adriana Loreto Garcia** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- e. **Elsa Adriana Loreto Garcia's** occupation is unknown. The court should consider **Elsa Adriana Loreto Garcia** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- f. **Elsa Adriana Loreto Garcia** is employed at **Next Gen HR Solutions**. **Elsa Adriana Loreto Garcia** earns **\$650** gross (pre-tax) monthly income working a 40-hour a week job or less.
- g. **Elsa Adriana Loreto Garcia** is employed at **Next Gen HR Solutions** and grosses **\$650** per month. **Elsa Adriana Loreto Garcia** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Elsa Adriana Loreto Garcia's** work experience, gross monthly income should be attributed to **Elsa Adriana Loreto Garcia** in the amount of **\$2400** per month. (Utah Code 81-6-203)
- h. **Elsa Adriana Loreto Garcia** has normally and consistently earned **\$0** per month in overtime or additional employment above **Elsa Adriana Loreto Garcia's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **Elsa Adriana Loreto Garcia** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))
- j. **Elsa Adriana Loreto Garcia** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).
- k. **Elsa Adriana Loreto Garcia** receives **\$0** per month in public benefits from a housing

subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **Elsa Adriana Loreto Garcia** has the following income from any of these sources:

m. **Elsa Adriana Loreto Garcia** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Elsa Adriana Loreto Garcia** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **Elsa Adriana Loreto Garcia** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Cristian Santiago Covarrubias Garcia) (Utah Code 81-6-203)

35. **Cristian Santiago Covarrubias Garcia's** gross monthly income for child support purposes is **\$5958**. **Cristian Santiago Covarrubias Garcia's** base child support amount using the **sole** custody calculation is **\$1175**. **Cristian Santiago Covarrubias Garcia** receives the following gross monthly income:

36. **Cristian Santiago Covarrubias Garcia's** gross monthly income for child support purposes is **\$5958**. **Cristian Santiago Covarrubias Garcia** receives the following gross monthly income:

a. **Cristian Santiago Covarrubias Garcia** does not have any countable income from any source.

b. **Cristian Santiago Covarrubias Garcia** has no recent work history. The court should consider **Cristian Santiago Covarrubias Garcia's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

c. **Cristian Santiago Covarrubias Garcia** is voluntarily unemployed. Based on **Cristian Santiago Covarrubias Garcia's** work experience, **Cristian Santiago Covarrubias Garcia** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)

d. **Cristian Santiago Covarrubias Garcia's** occupation is unknown. The court should consider **Cristian Santiago Covarrubias Garcia** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))

e. **Cristian Santiago Covarrubias Garcia** is employed at **Premier Painting INC**. **Cristian Santiago Covarrubias Garcia** earns **\$5958** gross (pre-tax) monthly income

working a 40-hour a week job or less.

f. **Cristian Santiago Covarrubias Garcia** is employed at **Premier Painting INC** and grosses **\$5958** per month. **Cristian Santiago Covarrubias Garcia** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Cristian Santiago Covarrubias Garcia's** work experience, gross monthly income should be attributed to **Cristian Santiago Covarrubias Garcia** in the amount of **\$0** per month. (Utah Code 81-6-203)

g. **Cristian Santiago Covarrubias Garcia** has normally and consistently earned **\$0** per month in overtime or additional employment above **Cristian Santiago Covarrubias Garcia's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

h. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

j. **Cristian Santiago Covarrubias Garcia** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

k. **Cristian Santiago Covarrubias Garcia** has the following income from any of these sources:

l. **Cristian Santiago Covarrubias Garcia** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

m. **Cristian Santiago Covarrubias Garcia** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Cristian Santiago Covarrubias Garcia** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

37. The adjusted gross monthly income for **Cristian Santiago Covarrubias Garcia** is **\$5958**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

38. **Elsa Adriana Loreto Garcia** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are Cristian Covarrubias Garcia has agreed to pay the amount of \$2300 to cover the mortgage of the family home instead of a determined child support amount..

39. It is in the best interest of the children that **Cristian Santiago Covarrubias Garcia** be ordered to pay child support to **Elsa Adriana Loreto Garcia** as follows:

- a. **\$2,300.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

40. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

41. Child support will be paid as follows:

I, Elsa Adriana Loreto Garcia and Cristian Santiago Covarrubias have agreed to coordinate on how the payment will be received after the divorce is finalized.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Elsa Adriana Loreto Garcia and Cristian Santiago Covarrubias Garcia** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Elsa Adriana Loreto Garcia, Cristian Santiago Covarrubias Garcia** will reimburse **Elsa Adriana Loreto Garcia** for half the fee.

44. The parties must notify each other within 30 days of any change in their income.

45. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

46. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

47. **Cristian Santiago Covarrubias Garcia** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Elsa Adriana Loreto Garcia** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. **Elsa Adriana Loreto Garcia** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Elsa Adriana Loreto Garcia's** insurance will be primary coverage.
- **Cristian Santiago Covarrubias Garcia's** insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

- **Elsa Adriana Loreto Garcia's** spouse's insurance will be primary coverage.
- **Cristian Santiago Covarrubias Garcia's** spouse's insurance will be secondary

coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done

when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2019**

Make: **Toyota**

Model: **Camry**

VIN: **N/A**

Owner (before divorce): **Cristian Santiago Covarrubias Garcia, Elsa Adriana**

Loreto Garcia

Current value: **\$19,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Elsa Adriana Loreto Garcia**

Loan: **N/A**

b.

Year: **2004**

Make: **Nissan**

Model: **Titan**

VIN: **N/A**

Owner (before divorce): **Cristian Santiago Covarrubias Garcia, Elsa Adriana**

Loreto Garcia

Current value: **\$5,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Cristian Santiago Covarrubias Garcia**

Loan: **N/A**

C.

Year: **2016**

Make: **GMC**

Model: **Yukon**

VIN: **N/A**

Owner (before divorce): **Cristian Santiago Covarrubias Garcia, Elsa Adriana**

Loreto Garcia

Current value: **\$24,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Cristian Santiago Covarrubias Garcia**

I.

Lender: **Jordan Credit Union**

Address: **1750 W 11400 S, #200 South Jordan, UT 84095**

Date Acquired: **N/A**

Amount Owed: **\$17,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Prior Statement Knowledge**

Monthly Payment: **\$430.00**

The debt will be paid as follows: **Cristian Santiago Covarrubias Garcia will pay the entire debt. Elsa Adriana Loreto Garcia will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **5397**

Account Type: **Checking**

Institution Name: **Wells Fargo Bank N.A.**

Address: **140 W 800 N Orem UT 84057**

Date Opened: **N/A**

Balance (US Dollars): **\$2,538.21**

Estimated: **no**

Owner: **Elsa Adriana Loreto Garcia and Cristian Santiago Covarrubias Garcia**

Co-Owner(s): **N/A**

Divide as follows: **Cristian Santiago Covarrubias Garcia should be awarded the entire balance of \$2,538.21 from this money.**

Life insurance policies owned by Elsa Adriana Loreto Garcia

55. The life insurance policies owned by Elsa Adriana Loreto Garcia will be divided as follows:

a.

Account Number: **none**

Institution Name: **Primerica**

Address: **1 Primerica Parkway Duluth GA 30099**

Date Opened: **N/A**

Balance (US Dollars): **\$630,000.00**

Estimated: **no**

Owner: **N/A**

Divide as follows: **The assets under this policy should be awarded as stated on the most current life insurance policy for each individual and the agreed upon terms for the distribution of the life insurance should remain as is.**

Debts

56. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

57. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **594 N 980 W, Orem, Utah County, Utah 84057 United States**

Tax ID: **40-013-0076**

Legal Description: **5,6 4GENEVA HTS SUB5,6 4GENEVA H TS SUB5,6 4**

GENEVA HTS

Date property acquired: **Mar 2, 2023**

Names on title: **Cristian S Covarrubias, Elsa A Loreto Garcia**

Original cost: **\$360,000**

Current value: **\$410,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Realtor Assesment**

Disposal: **Elsa Adriana Loreto Garcia will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Cristian S Covarrubias, Elsa A Loreto Garcia**

Date mortgage acquired: **Mar 2, 2023**

Mortgage balance: **\$314,671.34**

Monthly payment: **\$2,378.05**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Cristian Santiago Covarrubias Garcia will pay the entire debt. Elsa Adriana Loreto Garcia will provide a copy of the divorce decree to the lender.**

Alimony

58. Neither party will pay alimony.

Retirement money

59. The parties do not need a court order about retirement money.

Duty to sign documents

60. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

June 2023

Date

Signature

C. S. Covarrubias

Judge



Signature

Date

Commissioner

Approved as to Form.

Other Party
Signature

Cristian C.

Other Party
Name Cristian Santiago Covarrubias Garcia

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Cristian Santiago Covarrubias Garcia**

Method of service: **Hand Delivery**

Address: **594 N 980 W Orem UT 84057**

Date of Service: **May 30, 2026**

05/21/2026

Date

Signature



elsa loreto

Printed
Name

elsa adriana loreto garcia