

The Order of the Court is stated below:

Dated: April 10, 2026
09:25:28 AM

/s/ KRISTINE JOHNSON
District Court Judge



Michael T. Thornock, 16174
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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: LINDA VICKY HUAMANI GARCIA, Petitioner, and JOSE LUIS SALGADO SAENZ, Respondent.	DECREE OF DIVORCE Civil No. 264901335 Judge Kristine Johnson Commissioner Kim M Luhn
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THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Amended Stipulation and Settlement Agreement* which was agreed to by the parties on March 26, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Amended Stipulation and Settlement Agreement* finding said Agreement fair, equitable and in the best interests of the parties, and otherwise being fully advised in the premises, for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
2. Respondent is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
3. The parties were married on February 19, 2016, in Las Vegas, Nevada and are presently married. The parties separated on or about February 1, 2023.
4. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402(1); the parties are actual residents of the State of Utah and County of Salt Lake.

PROVISIONS RELATING TO GROUNDS

5. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

PROVISIONS RELATING TO THE CHILD

6. There is one (1) minor child born as issue of this marriage to wit: **[G.J.S.H. DOB**

08/27/2021].

7. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

**PROVISIONS RELATING TO THE UNIFORM CHILD CUSTODY JURISDICTION
AND ENFORCEMENT ACT**

8. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13-101 *et seq.* in that:
 - a. Pursuant to Utah Code Ann. §78B-13-209, said minor child currently resides in Salt Lake County, Utah.
 - b. The parties have no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.
 - c. The parties do not know of any person, not a party to these proceedings who has physical custody of the child or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the child.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

9. **Legal Custody:** Petitioner is awarded sole legal custody of the minor child.
10. **Physical Custody and Parent Time:** Petitioner is awarded sole physical custody of

the minor child. Parent time shall be as the parties agree. If they do not agree, Respondent's parent-time shall be according to Utah Code Ann. §81-9-209.

- a. If Petitioner ever moves back to Utah, Respondent's parent-time shall automatically be according to Utah Code Ann. §81-9-302 and does not constitute a material change of circumstances.

11. **Holiday and Summer/Extended Parent Time:** The parties shall agree to the holiday and summer schedule, and if they cannot agree, the holiday and summer parent schedule shall be according to Utah Code Ann. §81-9-209, with Petitioner being designated as the custodial parent on the schedule.

- a. If Petitioner ever moves back to Utah, Respondent's holiday and summer/extended parent-time shall automatically be according to Utah Code Ann. §81-9-302 with Petitioner being designated as the custodial parent on the schedule.

12. **Relocation:** Petitioner and the minor child plan to move to Peru for an undetermined period, most likely a period of one (1) year, and then permanently relocate to the state of Florida. As such, the parties shall follow the relocation statute outlined in Utah Code Ann. §81-9-209:

- a. In years ending in an odd number, the minor child shall spend the following holidays with Respondent:
 - 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 child shall spend the following holidays with Respondent:

i. The entire winter school break period; and

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

c. Extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks; and

d. One weekend per month, at the option and expense of Respondent.

13. **Pickup and Delivery for Parent Time:** Respondent shall be responsible for all the minor child's travel expenses relating to Paragraphs 13(a) and (b) and ½ of the minor child's travel expenses relating to Subsection 13(c), provided Respondent is current on all support obligations. Reimbursement by either responsible party to the other for the minor child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

a. If the parties both live in Utah, the party exercising parent-time shall pick up the minor child. School transfers shall be utilized whenever possible.

PARENTING PLAN

14. **School:** The child shall attend school at the school of Petitioner's choice.

15. **Notice of Events:** The parties will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the

child is participating or being honored, and both parents are entitled to attend and participate fully.

16. **Access to Records:** Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
17. **Travel:** Petitioner may travel with the minor child and obtain the minor child's passport without signature from Respondent.
18. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.
19. **Notice Regarding Illnesses:** The parties will keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.
20. **Sharing of Information:** The parties shall use their best efforts to communicate and share information with each other regarding the child.
21. **Reasonable Contact:** Each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child. Each party shall have uncensored, reasonable virtual time with the minor child.
22. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

23. Petitioner is employed and earns \$1,343 per month in gross income for purposes of calculating child support.
24. Respondent is employed and earns \$3,668 per month in gross income for purposes of calculating child support.
25. Pursuant to Utah Code Ann. §81-6-202, Respondent would pay child support to Petitioner in the amount of \$495 per month for one (1) minor child of the parties pursuant to a sole custody worksheet. However, pursuant to the agreement of the parties, the Court Orders that Respondent shall pay an upward deviation of \$600 a month to Petitioner in monthly child support. This amount shall be paid to support the minor child pursuant to the Uniform Child Support Guidelines until said child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

26. Pursuant to Utah Code Ann. §81-6-208, if health insurance for the benefit of the minor child is available to either party, that party shall be required to maintain said insurance and shall follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor child.
27. The parties shall each pay one-half ($\frac{1}{2}$) of any out-of-pocket medical expenses incurred on behalf of the minor child, including medical, dental, orthodontic, vision, and therapy costs. A party who incurs medical expenses shall provide written

verification of the cost and payment of medical expenses to the other party within 30 days of payment.

PROVISIONS RELATING TO CHILD CARE EXPENSES

28. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each party shall be responsible for one-half (½) of any work-related childcare expenses for the minor child.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

29. The parties shall equally share the extracurricular activity and education expenses of the minor child to which both parties agree in writing, and neither party will unreasonably withhold this agreement.
30. The parties shall allow the child to attend extracurricular activities even if it is on the parent-time day of the other party.

PROVISIONS RELATING TO ALIMONY

31. Each party is capable of providing for themselves. Therefore, neither party shall be awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

32. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:
- a. Each party shall retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

33. During the course of the marriage, the parties have not acquired any retirement assets.

PROVISIONS RELATING TO BUSINESS INTERESTS

34. During the course of the marriage, the parties have not acquired any business interests.

PROVISIONS RELATING TO PERSONAL PROPERTY

35. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

a. Petitioner shall be awarded the 2008 Toyota Camry and all equity contained therein, free and clear of any claim from Respondent.

b. Respondent shall be awarded the 2014 Chrysler Town & Country and all equity contained therein, free and clear of any claim from Petitioner.

36. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.

37. Other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

38. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at **2947 S Calypso St, West Valley City, UT 84120**

b. The marital home shall be sold. The proceeds from the sale of the home shall be divided as follows:

i. Retire any and all mortgages or encumbrances (including the solar panel debt of approximately \$38,738.06 with GoodLeap);

- ii. Pay any and all closing costs and commissions;
- iii. Respondent shall be awarded the sum of \$35,000.00; and
- iv. Petitioner shall receive the remainder of the net proceeds.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

39. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:
- a. The parties shall be responsible for any debts incurred in their own names following the parties' separation.
40. Other than the auto loans and debts attached to real property—discussed elsewhere in this document—each party shall be ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.
41. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.
42. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PROVISIONS RELATING TO TAX CREDIT

43. The parties shall claim the minor child for federal and state tax purposes as follows:
- Petitioner shall claim the minor child on her taxes on odd-numbered tax years, and Respondent shall claim the minor child on his taxes on even-numbered tax years. For

all tax years, Respondent must be 100% caught up on his child support obligations by December 31 of the applicable tax year to claim the minor child.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

44. The parties shall be subject to the following Mutual Restraining Order:
- a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.
 - b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
 - c. Both parties are restrained from discussing custody issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child.
 - d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
 - e. Neither party shall enter the residence and/or work location of the other party

unless they are invited to do so.

- f. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the child from such circumstances.
- g. Both parties shall only communicate electronically (text, email, or co-parenting app) with each other about issues related to the child.
- h. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

ATTORNEY'S FEES

- 45. Each party shall pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

- 46. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.
- 47. The Court shall grant other relief as the Court deems to be equitable.

SO ORDERED

COURT SIGNATURE AT TOP

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of March, 2026, the office of Michael T. Thornock electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and sent notification to the following:

Jose Luis Salgado Saenz
jlsalgadosaenz11@gmail.com

Respondent

/s/ Michael T. Thornock