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IN THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
FLORIBERTO MERCADO, Petitioner	Case Number 224906376
And	Judge Charles Stormont
ALYAH MEZA, Respondent	Commissioner Michelle Blomquist

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on March 27, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *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 July 6, 2021, in Mexico City, Mexico and are presently married. The parties separated on or about October 21, 2022.
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 CHILDREN

6. There are two (2) minor children born as issue of this marriage to wit:
[L.Y.M.M. DOB: 0825/2019 and E.N.M.M. DOB: 08/19/2020].
7. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody for the above-named minor children 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 children currently reside with the parties 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 children or who claims rights of legal custody or physical custody of, child support or visitation/parent tie rights with respect to the children.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

- 9. Legal Custody:** The parties shall be awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting plan below.
- 10. Physical Custody and Parent Time:** The parties shall be awarded joint physical custody of the minor children according to Utah Code Ann . §81-9-305. The parties shall exercise a week-on/week-off parent time schedule. The parent time exchanges shall occur on Sunday nights at 7pm.

11. Pickup and Delivery for Parent Time: Both pick-up and drop off shall be as the parties agree. If an agreement cannot be reached, the party exercising parent time will pick up the minor children.

12. Summer/Extended Parent Time: The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-305 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

13. Holidays: The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-305 if they cannot agree, with Alyah being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.

14. Relocation: If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

PARENTING PLAN

15. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. §81-9-305 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 are suggested to govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

16. Decision-Making: Day-to-day decisions involving the children shall be

made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If there is a dispute that cannot be resolved through discussion of the parties, Floriberto shall have final say, subject to Alyah's right to court review. The parties shall attend mediation before filing any court action.

17. School: The children shall continue to attend school at their current school and feeder schools. The parties shall have access to the children during school and authority to check the children out of school. The minor children shall attend school absent extenuating circumstances, medical appointment, sickness, or as otherwise agreed by the parties.

18. Notice of Events: The parties shall notify one another within 24 hours of receiving notice for all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.

19. 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.

20. Travel: In the event the parties vacation away from their home, the parent exercising parent-time with the children shall provide, as soon as reasonably

possible, but not less than 14 days to the other parent the following prior to leaving for vacation with the minor children:

- a. An itinerary of travel dates;
- b. Destination, including an exact address where the children will be staying and a phone number where they can be reached (For example if they are staying at a hotel or at the home of a family member or friend);
- c. Places where the minor children or traveling party can be reached.
 - i. **Passports:** Both parents shall facilitate in a timely manner obtaining passports for the minor children upon written agreement between the parties for any out-of-the-country trips the minor children take with either parent.
 - ii. The minor children shall not leave the United States without express written permission from both parties.

21. 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.

22. Notice Regarding Illnesses: The parties shall notify one another of any illness that the children have while in their home for parenting time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental or mental health professionals.

23. Sharing of Information: The parties shall use their best efforts to communicate and share information with each other regarding the children.

24. Reasonable Contact: Each parent shall make an effort to have the children contact the other parents as frequently as is reasonably requests or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.

25. If a parent fails to comply with a provision of the parenting plan or 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

26. Petitioner is employed full time and earns \$18.50 per hour. Petitioner's gross income for purposes of calculating child support is \$3,206.00.

27. Respondent is employed part time and earns \$20.00 per hour. Respondent's gross income for purposes of calculating child support is \$3,466.00

28. Pursuant to Utah Code Ann. §81-6-202, Respondent shall pay child support to Petitioner in the amount of \$39.00 per month for two (2) minor children of the parties pursuant to a joint custody worksheet with petitioner having 183 nights and Respondent having 182 nights. This amount shall be paid to support the minor children pursuant to the Uniform Child Support Guidelines until aid children become 18 years of age, or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later.

29. Child Support Adjustment Upon Emancipation: The parties

acknowledge that the child support obligation shall be subject to automatic reduction pursuant to Utah Code Ann. §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching age eighteen (18) years of graduation from high school, whichever occurs later. Upon such event, the child support obligation shall be reduced proportionately to reflect the remaining number of children entitled to support without the need for further court order or motion, unless otherwise modified by the court.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

30. Pursuant to Utah Code Ann. §81-6-208, if health insurance for the benefit of the minor children 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 regards to health insurance for the minor children.

31. The parties shall each pay one-half (1/2) of any out-of-pocket medical expenses incurred on behalf of the minor children, including medical, dental, orthodontic, vision, and therapy costs.

PROVISIONS RELATING TO CHILD CARE EXPENSES

32. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither party shall unreasonably withhold this agreement.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

33. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither

party will unreasonably withhold this agreement.

34. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

PROVISIONS RELATING TO ALIMONY

35. The parties have similar income capabilities, work histories, and are capable of providing for themselves. Therefore, neither party shall be awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

36. 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

37. During the course of the marriage, the parties have not acquired any retirement benefits, IRAs and/or deferred compensation plans.

PROVISIONS RELATING TO BUSINESS INTERESTS

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

PROVISIONS RELATING TO PERSONAL PROPERTY

39. All marital property shall be divided as the parties have already divided it.

PROVISIONS RELATING TO REAL PROPERTY

40. During the course of the marriage, the parties have not acquired any real

property.

PROVISIONS RELATING TO DEBTS AND OBLICATIONS

41. Each party shall be responsible for any debts incurred in his or her own name.

PROVISIONS RELATING TO TAX CREDIT

42. The parties shall claim the minor children for federal and state tax purposes as follows: Petitioner shall claim E.N.M.M. and Respondent shall claim L.Y.M.M. When only one child is still available, Petitioner shall claim the minor child on his taxes on odd-numbered years, and Respondent shall claim the minor child on her taxes on even-numbered tax years. For all tax years, Petitioner must be 100% caught up on his child support obligations by December 31 of the applicable tax year to claim the minor children.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

43. 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 children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children'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 children in any way

from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children 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 children 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 children from such circumstances.

g. Both parties agree to only communicate electronically (text, email, or coparenting app) with each other about issues related to the children.

h. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

ATTORNEY'S FEES

44. Each party shall pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

45. Each party should be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

46. The Court should grant other relief as the Court deems to be equitable

SO ORDERED

COURT SIGNATURE AT TOP

Approved as to Form:

/s/ Floriberto Mercado
Floriberto Mercado
Petitioner
(Signed with permission granted
via email on April 8th, 2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of April, 2026, the office of Alexandra Diaz Andrews filed a true and correct copy of the foregoing **DECREE OF DIVORCE** with the clerk of the Court and opposing Counsel using the ECF System and sent to the following:

Floriberto Mercado
chachoavila7@gmail.com
Petitioner

/s/ Alexandra Diaz Andrews