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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:  AQUILEO LUIS AGUILAR HERNANDEZ,  Petitioner,  and  VERONICA MARTHA VARGAS TORRES,  Respondent.	<b>DECREE OF DIVORCE</b>  Case No. 264901383  Judge Linda Jones  Commissioner Michelle Blomquist
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THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having signed a *Default Certificate* on April 10, 2026, and reviewed further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with Petitioner's *Verified Petition for Divorce* finding said Petition 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 Petitioner is hereby awarded a Decree of Divorce, 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 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 in 1998 in Mexico and are presently married. The parties separated on or about May of 2021.
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.
6. The parties have no reasonable chance of reconciliation existing; such that, all reconciliatory and interlocutory periods shall be waived.

#### **PROVISIONS RELATING TO CHILDREN**

7. There are five (5) children born as issue of this marriage to wit, three (3) of which are under the age of majority: [M.A.V. DOB 05/04/2011; L.M.A.V. DOB 09/02/2012; and L.A.A.V. DOB 05/02/2015].
8. Pursuant to Rule 100 Utah Rules of Civil Procedure, Petitioner states, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

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

9. 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 Annotated §78B-13-209, said minor children currently reside in Salt Lake County, Utah.
  - b. Petitioner has 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. Petitioner does 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 time rights with respect to the children.

**CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN**

10. **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.
11. **Physical Custody and Parent Time:** The parties shall be awarded joint physical custody of the minor children. Parent time shall be as the parties agree. If they do not agree, parent-time shall be pursuant to Utah Code Ann. §81-9-305.
12. **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 shall pick up the minor children.
13. **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.
14. **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 Petitioner being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.
15. **Relocation:** If either of the parties intends to relocate more than 30 miles from the other party, 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**

16. **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.
17. **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, Petitioner shall have final say, subject to Respondent's right to court review. The parties shall attempt mediation prior to filing any court action.
18. **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, but only for good cause, during their respective parent time and with notice to the other party. The minor children shall attend school absent extenuating circumstances, medical appointments, sickness, or as otherwise agreed by the parties.
19. **Notice of Events:** The parties shall notify one another within 24 hours of receiving

notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents are entitled to attend and participate fully.

20. **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.
21. **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 72 hours to the other parent the following prior to leaving for vacation with the minor children:
  - a. An itinerary of travel dates;
  - b. Destinations, 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 parties shall facilitate in a timely manner in 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 Petitioner.

22. **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.
23. **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.
24. **Sharing of Information:** The parties shall use their best efforts to communicate and share information with each other regarding the children.
25. **Reasonable Contact:** Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.
26. 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**

27. Petitioner is employed and earns approximately \$2,124 per month in gross income for purposes of calculating child support.
28. Respondent is unemployed and due to her default shall be imputed at \$2000 per month in gross income for purposes of calculating child support.
29. Pursuant to Utah Code Ann. §81-6-202, Petitioner shall pay Respondent child support

in the amount of \$29 a month pursuant to a joint custody worksheet with Petitioner having 182 nights and Respondent having 183 nights. This amount shall be paid to support the minor children pursuant to the Uniform Child Support Guidelines until said 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.

#### **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 regard to health insurance for the minor children.
31. The parties shall each pay one-half ( $\frac{1}{2}$ ) of any out-of-pocket medical, dental, vision, therapy, and orthodontic expenses incurred on behalf of the minor children.

#### **PROVISIONS RELATING TO CHILD CARE EXPENSES**

32. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each party shall be responsible for one-half ( $\frac{1}{2}$ ) of any work-related childcare expenses for the minor children.

#### **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 shall 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. 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.
37. Each party shall retain the bank accounts currently in their name free and clear of any claim from the other.

#### **PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS**

38. During the course of the marriage, the parties have not acquired any retirement accounts.

#### **PROVISIONS RELATING TO BUSINESS INTERESTS**

39. There are business interests between the parties in the form of a business named Aguilar Transport LLC. Petitioner shall be awarded the business and all equity contained therein, free and clear of any claim from Respondent.

#### **PROVISIONS RELATING TO PERSONAL PROPERTY**

40. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided as follows:
- a. Petitioner shall be awarded the Jeep Cherokee and all equity contained therein, free and clear of any claim from Respondent.
  - b. Respondent shall be awarded the GMC Silverado and all equity contained

therein, free and clear of any claim from Petitioner.

41. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.
42. Other marital property shall be divided as the parties agree.

#### **PROVISIONS RELATING TO REAL PROPERTY**

43. During the course of the marriage, the parties acquired certain real property to wit:
  - a. A home located at **3390 S Leeann St, West Valley City, UT 84119.**
  - b. Said real property shall be granted to Petitioner free and clear of any claim from Respondent. Respondent shall sign a quitclaim deed within 30 days of the date of divorce. The marital home was purchased using the inheritance Petitioner received from the death of his father, plus \$50,000 was taken out as a loan.
  - c. While Petitioner resides in the home, he shall be responsible for making the mortgage and utility payments, as well as property taxes, insurance, and all other liabilities and shall hold Respondent harmless thereof.

#### **PROVISIONS RELATING TO DEBTS AND OBLIGATIONS**

44. During the course of the marriage, the parties have acquired certain debts, which shall be divided equitably between the parties.
45. 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.

#### **PROVISIONS RELATING TO TAX CREDIT**

46. The parties shall claim the minor children for federal and state tax purposes as follows: Respondent shall claim the minor children on her taxes on odd-numbered tax years, and Petitioner shall claim the minor children on his taxes on even-numbered tax years. For all tax years, the party paying child support must be 100% caught up on his or her child support obligations by December 31 of the applicable tax year to claim the minor children.

**PROVISIONS RELATING TO MUTUAL NON-HARASSMENT**

47. 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 children or speaking to the children 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 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 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 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 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**

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

#### **MISCELLANEOUS PROVISIONS**

- 49. 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.
- 50. On April 10, 2026, the court signed the Default Certificate due to Respondent's failure to answer the Petition.

**SO ORDERED**

**COURT SIGNATURE AT TOP**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of April, 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 via U.S. Mail:

Veronica Martha Vargas Torres  
3390 S Lee Ann St,  
West Valley City, UT 84119  
*Respondent*

/s/ Michael T. Thornock