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THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

**IN THE MATTER OF THE CHILD OF: DECREE OF PARENTAGE AND
CUSTODY**

JOSE DONJUAN TOVAR,

Petitioner,

Civil No. 264900084

and

Judge Dianna Gibson

MARIA ESTELA ROMERO,

Commissioner Joanna Sagers

Respondent.

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Parentage and Custody. The Court, having signed a *Default Certificate* on April 14, 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 Parentage and Custody* finding said Petition fair, equitable in the best interests of the minor child 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:

PROVISIONS RELATING TO JURISDICTION AND GROUNDS

1. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Upon information and belief, Respondent currently resides in Mexico.
3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 81-4-402
4. There is one (1) child at issue between the parties to wit: **[J.D.D.R. DOB 11/10/11]**.

PROVISIONS RELATING TO THE UNIFORM CHILDREN CUSTODY JURISDICTION AND ENFORCEMENT ACT

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81-11-201 in that:
 - a. Utah is the home state of the minor child at the time of commencement of this proceeding.
 - b. Pursuant to Utah Code Annotated § 81-11-209, said minor child currently resides in Salt Lake County, Utah.
 - c. Petitioner does 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

6. The minor child has resided exclusively with Petitioner in Utah since she was three (3) years old. Petitioner has been solely responsible for the child's daily care, medical needs, education, and emotional support.
7. Respondent has resided in Mexico throughout the child's life and has not exercised in-person parent-time, overnight care, or regular contact with the minor child.
8. Respondent has not established a parent-child bond with the minor child, and the child has not developed familiarity or attachment sufficient to safely support unsupervised or extended parent-time.
9. Any parent-time exercised by Respondent would require international travel and extended separation from Petitioner, which is not feasible given the child's age, lack of prior relationship with Respondent, and need for continuity of care.
10. Based on the foregoing facts, awarding parent-time to Respondent at this time would be detrimental to the minor child's welfare and contrary to the child's best interests under Utah Code §§ 81-9-204, and 81-9-206.
11. **Legal Custody:** For the foregoing reasons, it is in the best interests of the minor child that Petitioner be awarded sole legal custody of the minor child.
12. **Physical Custody and Parent-Time:** Based on the foregoing facts, it is in the best interests of the minor child that Petitioner be awarded sole physical custody of the minor child. Awarding parent-time to Respondent at this time would be detrimental to the minor

child's welfare and contrary to the child's best interests under Utah Code §§ 81-9-204, and 81-9-206, and therefore none shall be ordered.

PARENTING PLAN

13. **Advisory Guidelines:** In the event that the Court awards Respondent parent-time, Utah Code Ann. § 81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.
14. Day-to-day decisions involving the child shall be made by the parent with whom the child is then located. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time.
15. **Travel:** Respondent shall not be allowed to travel with the child out of the State of Utah without written permission from Petitioner.
16. **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.
17. 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

18. Petitioner is employed and his gross monthly income is \$3,466 for purposes of calculating child support.

19. Respondent's gross monthly income is unknown and therefore shall be imputed at \$1,257 per month for purposes of calculating child support.
20. Child support shall be calculated pursuant to Utah Code Ann. § 81-6-202 and the Utah Child Support Guidelines. Respondent's monthly child support obligation shall be \$75.
21. The issue of child support arrears shall be determined by the Court at a later date.

PROVISIONS RELATING TO HEALTH INSURANCE

22. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by the parties.
23. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Respondent shall be considered the secondary coverage for the child.
24. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

25. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.
26. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.
27. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
28. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the

medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

29. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work-related childcare expenses.
30. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.
31. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

32. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.
33. Where feasible, the parties shall cooperate to give each other or family members the first right of refusal to provide childcare prior to employing paid childcare.

PROVISIONS RELATING TO TAX CREDIT

34. Petitioner shall claim the minor child as a dependent for federal and state tax purposes and be awarded any credits associated therewith.

ATTORNEY FEES

35. Respondent shall pay Petitioner's attorney's fees.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

36. Mutual Restraining order: Both parties are mutually restrained from harassing, harming, bothering, annoying, threatening, and committing violence against the other party. The parties shall follow the following:
 - a. Neither party shall enter the other party's place of residence without expressed permission.
 - b. Any communication between the parties shall be civil in nature which includes but is not limited to no cussing, no name calling, nor derogatory language.

- c. The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third parties to also be so restrained.
- d. Both parties are restrained from discussing the legal action or any adult topics with, or in the presence of, the child and are to instruct third parties to also be so restrained.

MISCELLANEOUS PROVISIONS

37. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Parentage and Custody entered by the Court.

WHEREFORE, Petitioner prays that a Decree of Parentage and Custody be granted pursuant to the terms set forth in this Petition for Parentage and Custody.

SO ORDERED

COURT SIGNATURE AT TOP

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of April, 2026, the office of Daniel L. Heaps electronically filed the foregoing **DECREE OF PARENTAGE AND CUSTODY** with the Clerk of the Court using the ECF system. A copy of the foregoing was sent to Respondent via email and Facebook Message:

Maria Estela Romero

estelaglez1991@gmail.com
Respondent

/s/ Daniel L. Heaps