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**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>GABRIEL GABINO VARGAS ROMERO, Petitioner</p> <p>and</p> <p>CINTHIA GUILLEN ZAVALA, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 254906273 Judge: Kara Pettit Commissioner: Renee Blocher</p>
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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 *Stipulation and Settlement Agreement* which was agreed to by the parties on April 30th, 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 and for good cause appearing, does hereby **ORDER, ADJUDGE AND DECREE** as follows:

1. **Divorce**. 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.
2. **Children**. There are two (2) minor children born as issue of this marriage to wit: **[A.Y.V. born September 2011 and S.Y.V. born August 2020]**.
3. **Child Custody, Parent-Time, and Parenting Plan**. The parties shall be awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting plan below.
4. The parties shall be awarded joint physical custody of the minor children according to a modified Utah Code §81-9-303 according to the following:

Week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Mom	Mom	Mom	Mom	Dad	Dad	Dad
2	Mom	Mom	Mom	Mom	Dad	Dad	Dad

*each day represents the overnight of the party listed.

**the parties may switch nights at their own election

5. **Pickup and Delivery for Parent Time**: Both pick-up and drop off shall be as the parties agree. The parties shall use school pickup/drop off whenever available. If an agreement cannot be reached, the party exercising parent time will pick up the minor children.

6. **Summer/Extended Parent Time**: The parties will exercise summer/extended parent-time as they agree, or pursuant to Utah Code §81-9-303 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

7. **Holidays**: The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code § 81-9-303, as amended if they cannot agree, with Respondent being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.

8. **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

9. **Advisory Guidelines**. In addition to the parent-time schedules provided in Utah Code §81-9-303 and Utah Code §81-9-203 the following advisory guidelines in Utah Code §81-9-209 are suggested to govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

10. **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, Respondent shall have final say, subject to Petitioner's right to court review. The parties shall attend mediation before filing any court action.

11. 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 appointments, sickness, or as otherwise agreed by the parties.

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

13. 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.

14. Travel. In the event of either party's vacation away from their home, the parent exercising parent-time with the children shall provide, as soon as reasonably practicable, but no 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. 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 both parties. The parties agree that an annual trip to Mexico is approved, provided the itinerary provisions as listed above are followed.

2. **Notice of Contact Information.** Each party shall provide the other with his or her current address and telephone number within 24 hours of any change.

3. **Notice Regarding Illnesses.** The parties shall notify one another of any illness that the children have while in their home for parenting time. They will 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.

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

5. **Reasonable Contact.** Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested by the children. Each parent shall have uncensored, reasonable virtual time with the minor children.

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

RELATING TO SUPPORT PAYMENTS

20. Petitioner is employed and earns \$29/hour, or \$5,026 per month in gross income for purposes of calculating child support.

21. Respondent is employed and earns \$20/hour, or \$3,467 per month in gross income for purposes of calculating child support.

22. Pursuant to Utah Code §81-6-202, Petitioner shall pay child support to Respondent in the amount of \$602 per month for two (2) minor children of the parties pursuant to a joint custody worksheet with Petitioner having 145 nights and Respondent having 220 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.

23. **Child Support Adjustment Upon Emancipation.** The parties acknowledge that the child support obligation shall be subject to automatic reduction pursuant to Utah Code §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching age eighteen (18) years or graduating 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.

HEALTH INSURANCE AND MEDICAL EXPENSES

24. Pursuant to Utah Code §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 §81-6-208 in regard to health insurance for the minor children.

25. 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.

CHILD CARE EXPENSES

26. The parties shall follow the provisions of Utah Code §81-6-209. Each party shall be responsible for one-half (1/2) of any work-related expenses for the minor children.

EXTRACURRICULAR ACTIVITIES AND EXPENSES

27. 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.

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

ALIMONY

29. Neither party shall pay alimony to the other.

BANK AND FINANCIAL ACCOUNTS

30. During the course of this 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.

PENSION AND RETIREMENT ASSETS

31. During the course of this marriage, the parties have acquired retirement benefits, including IRAs and/or deferred compensation plans, which shall be divided as follows:

- 32. Each party shall retain their own 401K in their own name.

BUSINESS INTERESTS

33. During the course of this marriage, the parties have not acquired an business interests.

PERSONAL PROPERTY

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

- a. Petitioner shall be awarded the 2013 Honda Civic, 2016 Chevrolet Camaro, and 2016 Subaru and all equity contained therein, free and clear of any claim from Respondent.

b. Respondent shall be awarded the 2007 Honda Civic and 2015 GMC Sierra and all equity contained therein, free and clear of any claim from the Petitioner.

2. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.
3. Petitioner agrees to pay for the cell phones and cell phone plans for the minor children.
4. Other marital property shall be divided as the parties agree.

REAL PROPERTY

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

a. A home located at **5232 W. Woodledge Ave., West Valley City, UT 84120.**

b. This home was recently sold and there is \$96,000 remaining escrow. The parties agree that Respondent shall receive \$65,000 of the money in escrow and Petitioner shall receive \$31,000.

DEBTS AND OBLIGATIONS

39. During the course of this marriage, the parties have acquired certain debts, which shall be divided as follows:

- a. Petitioner agrees to be solely responsible for any credit cards in his name and the IRS debt.
- b. Respondent agrees to be solely responsible for credit cards in her name.

2. 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 name.
3. 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.
4. Pursuant to Utah Code§81-4-406(3)(b), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, or liabilities herein and the parties’ separate and current addresses.

TAX CREDIT

43. The parties agree to claim the minor children for federal and state tax purposes as follows: Starting tax year 2026, Petitioner shall claim A.Y.V. and Respondent shall claim S.Y.V. When only one child is still available, Petitioner shall claim the minor child on his taxes on odd-numbered tax 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.

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 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 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 through the OurFamily Wizard Application about issues related to the children. Each party shall pay their own application fees.

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

ATTORNEY FEES

45. Each party should pay their own attorney fees.

MISCELLANEOUS

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.

THE ABOVE COMPLETES THE ORDER OF THE COURT. SEAL AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF THE FIRST PAGE OF THE ORDER.

APPROVED AS TO FORM:

/s/ Joshua Brant

Attorney for Respondent

Signed by Jose A. Loayza with permission

CERTIFICATE OF SERVICE

I do certify that I delivered a true and correct copy of the foregoing to the following
through electronic filing with the Court on this 15th day of May 2026 as follows:

Joshua C. Brant
Garcia Law, PLLC
Attorney for Respondent
joshua@antorchalaw.com

/s/ Elizabeth Clark
Paralegal to Jose A. Loayza