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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:

MARIA ISABEL FRAGOSO PEREZ,

Petitioner,

and

JOSE JUAN PEREZ CARDENAS,

Respondent.

DECREE OF DIVORCE

Civil No. 234904416

Judge Matthew Bates

Commissioner Michelle Tack

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 May 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. Maria 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. Jose 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 April 13, 2019, in Salt Lake County, Utah and are presently married.
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.
 - a. This marriage was entered into in good faith. There was no intent on either side to marry for any reason other than for love and a belief that the marriage would be long-lasting.
 - b. No intent to deceive on either side ever existed and the marriage failed due to reasons related to incompatibility and irreconcilable differences.

PROVISIONS RELATING TO CHILDREN

6. There are two (2) minor children born as issue of this marriage to wit: **[L.P.F. DOB 07/22/2016 and J.P.F. DOB 10/13/2021]**.
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 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 Maria in Salt Lake County, Utah.
 - b. There was a protective order case, case no. 234905862, which was active at the time of filing but has since been dismissed. Outside of that case, 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 time 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:** Maria shall retain sole physical custody of the minor children, subject to Jose's reasonable parent-time according to Utah Code Ann. §81-9-302. This includes the provisions of summer and holiday parent-time under Utah Code Ann. §81-9-302.
 - a. Should Jose be living in Mexico, due to the difficulties of traveling internationally, the parties shall follow a modified schedule without a material change of circumstances:
 - i. Jose shall have the minor children for four (4) weeks in the summer and two (2) weeks during winter break.
 - ii. Jose shall have virtual parent time at 8:00 PM (Mountain Time) every Monday and Thursday.
11. **Pickup and Delivery for Parent Time:** Should Jose be in Utah, 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. Should Jose be in Mexico, the parties shall split the costs of the children's travel to and from Mexico equally (50/50).
12. **Relocation:** If both parties are living in Utah and 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

13. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. §81-9-302, §81-9-209, 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.
14. **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 by the parties, the parties shall attend mediation before filing any court action.
15. **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.
16. **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 children are participating or being honored, and both parents are entitled to attend and participate

fully.

17. **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.
18. **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 7 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:** Petitioner shall be authorized to obtain passports for the minor children *without* permission or signature from Respondent.
19. **Notice of Contact Information:** Each parent shall provide the other with his or her current address, email and telephone number within 24 hours of any change.
20. **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.

21. **Sharing of Information:** The parties shall use their best efforts to communicate and share information with each other regarding the children.
22. **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.
23. 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

24. Maria is employed and earns \$1,600 per month in gross income for purposes of calculating child support.
25. Jose is employed and earns \$3,500 per month in gross income for purposes of calculating child support.
26. Pursuant to Utah Code Ann. §81-6-202, Jose shall pay child support to Maria in the amount of \$816 per month for two (2) minor children of the parties pursuant to a sole custody worksheet. 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.
27. **Child Support Arrears:** Jose shall pay Mara the amount of \$9,000 which amount

represents child support arrearages owing. All claims for further arrearage payments are hereby waived.

28. **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 or 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

29. 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.
30. The parties shall each pay one-half ($\frac{1}{2}$) of any out-of-pocket medical, dental, orthodontic, therapy, and vision expenses incurred on behalf of the minor children.

PROVISIONS RELATING TO CHILD CARE EXPENSES

31. If Jose lives in Utah, 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. If Jose lives in Mexico, Maria shall be solely responsible for her own childcare costs.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

32. Due to sole physical custody, Maria shall be responsible for extracurricular costs.

PROVISIONS RELATING TO ALIMONY

33. Neither party shall pay the other party alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

34. During the course of the marriage, the parties have acquired certain bank and financial accounts. Each party shall retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

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

PROVISIONS RELATING TO BUSINESS INTERESTS

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

PROVISIONS RELATING TO PERSONAL PROPERTY

37. During the course of the marriage, the parties acquired certain items of personal property, which shall be awarded as already divided.
38. Other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

39. During the course of the marriage, the parties have not acquired real property.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

40. 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. Maria shall claim the minor children on her taxes every year.

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 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 co-parenting 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

- 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

Approved as to Form:

/s/ Maria Isabel Fragoso Perez

Maria Isabel Fragoso Perez

Petitioner

(Signed with permission granted
via email on 06/09/2026)

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Decree was served by the means indicated in the Certificate of Service, on the 9th of June, 2026, to Petitioner. Notice of objections to these pleadings must be submitted to the Court and counsel within seven days after service (10 days for mailed documents). Should no objections to these pleadings be submitted to the Court and counsel within seven days after service, these pleadings shall be presented to the Court along with a Request to Submit for entry and signature by the Court.

/s/ Michael T. Thornock
STOWELL CRAYK, PLLC
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June, 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 sending automatic notification to the following:

Maria Isabel Fragoso Perez
fragosoo1998@icloud.com
Petitioner

/s/ Michael T. Thornock