



James L. Harris, Jr. USB #8204
ATTORNEY FOR PLAINTIFF
231 East 400 South, Suite 20
Salt Lake City, Utah 84111
Telephone: 801-466-3133
jlharris65@myctl.net

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

GEOVANA VELAZQUEZ MONTECILLO, Plaintiff, v. CHRISTIAN J. AGUILAR AYALA, Defendant.	ORDER & JUDGMENT Civil No. 240908863 Judge Matthew Bates
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1The above-entitled matter came before the court at a bench trial in front of Judge Mathew Bates on the 13th day of MAY, 2026. The parties presented testimony and evidence of their claims and defenses. The court took the evidence, testimony, and arguments under advisement, and thereafter issued an oral ruling. Based thereon, the court enters the following order:

FINDINGS OF FACT

1. GEOVANA VALEQUEZ MONTECILLO is an adult resident of Salt Lake County, State of Utah.

2. CHRISTIAN J. AGUILAR AYALA is an adult resident of Salt Lake County, State of Utah.
3. The court has jurisdiction over the parties and subject matter.
4. Venue is appropriate in Salt Lake County, State of Utah.
5. Plaintiff Geovana Valezuez Montecillo and Defendant CHRISTIAN J. AGUILAR AYALA were in a relationship together starting in 2011.
6. They determined to purchase property together.
7. They located a property located in 1989 West 3100 South, Salt Lake City, Utah 84119, and purchased that property in 2017.
8. Both parties were on title and deed of the property that transferred the house to them.
9. Both parties were put on the mortgage.
10. The parties lived together at the property.
11. The parties shared expenses, with the Defendant paying the mortgage and the Plaintiff paying utilities, groceries and other expenses.
12. The parties both contributed to the purchase of appliances, upkeep, and maintenance of the home.
13. Sometime in late 2020, the parties undertook a refinance of their mortgage obligations.
14. As part of the refinance, the Plaintiff's name was removed from title from the

house and the mortgage.

15. There was no evidence of any consideration for Plaintiff coming off the title to the property.

16. The parties intended that she continue to have an interest in the property.

17. The Plaintiff received no consideration for signing a warranty deed.

18. Plaintiff retained a colorable claim to the property, and the warranty deed did not terminate her interest in the property.

19. The parties relationship ended in or about April 2022, and the Plaintiff moved out of the house.

20. The parties continued to have discussions about the Plaintiff's interest in the personal property and the house.

21. In March of 2023, the parties meet in person to discuss the house and its belongings.

22. The Plaintiff indicated that she intended to sue the Defendant if he did not pay her a share of the equity.

23. The parties traded offers.

24. The Defendant agreed that he would pay the Plaintiff \$83,000.00 at \$500.00 a month.

25. The parties agreement was reduced to writing.

26. The plaintiff understood that with that payment and Defendant's promise to pay,

she was waiving any claims to ownership in the house and its contents.

27. This parties agreement was a contract, both an oral and written contract.

28. At the time the Defendant signed a promise to pay, the Plaintiff had a colorable claim against the Defendant for her portion of the equity in the home.

29. Removing her name from the home did not extinguish all interest that she had in the house, including a claim for unjust enrichment.

30. The elements of a contract are found in the parties agreement, including proper subject matter, competent parties, offer, acceptance and consideration.

31. There was an exchange of value, including the Plaintiff's understanding that per the agreement she was waiving her right to assert an ongoing interest in the real and personal property.

32. Defendant has breached the agreement by failing to pay the \$83,000.00.

33. Plaintiff is entitled to enforce that agreement.

34. Plaintiff should be awarded costs.

CONCLUSIONS OF LAW

35. The parties agreement was a contract, a combination of both an oral contract and a written contract.

36. Plaintiff has prevailed on her breach of contract claim.

37. Plaintiff's remaining claims are dismissed.

38. Defendant's claim for attorney fees on Plaintiff's Fraud claim is denied.

39. The court denies Defendant's claim for attorney fees.

40. Each party shall pay their own fees.

JUDGMENT

41. Plaintiff GEOVANA VALEZQUEZ MONTECILLO is awarded a judgment in the amount of \$83,000.00 against the Defendant CHRISTIAN J. AGUILAR AYALA.

42. Plaintiff is awarded costs as follows, a filing fee in the amount of \$375.00 and service of process in the amount of \$32.00, for total costs of \$407.00.

43. The total judgment awarded to GEOVANA VALEZQUEZ MONTECILLO against CHRISTIAN J. AGUILAR AYALA is \$83,407.00.

END OF ORDER

APPROVED AS TO FORM

/s/ _____
Attorney for Defendant, e-signed with permission

** The Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-hand corner of the first page of this ORDER.*

2CERTIFICATE OF DELIVERY

I hereby certify that I caused to be delivered a true and correct copy of the foregoing **ORDER & JUDGMENT** *via* e-mail to:

3456 Ryan E. Simpson
Trevor Fugate
ASCENT LAW, LLC
Attorneys for Defendant
8833 South Redwood Road, Suite C
West Jordan, Utah 84088

via e-mail on the 3rd day of JUNE, 2026.

by: /s/James L. Harris, Jr.
James L. Harris, Jr.