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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:	DECREE OF DIVORCE
ESTHER GUILLEN GARCIA,	
Petitioner,	Civil No. 264901633
and	Judge Robert Faust
ALEJANDRO PEREZ VELASCO,	Commissioner Russell Minas
Respondent.	

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received Respondent's *Acceptance of Service, Appearance, Waiver and Consent to Default*, signed on April 25th, 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 on November 5, 2024, in Salt Lake City, Utah and are presently married. The parties separated on or about February 2, 2026.
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.

PROVISIONS RELATING TO CHILDREN

6. There is one (1) minor child born as issue of this marriage to wit:

[D.A.P.G. DOB: 09/10/2023]

7. 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 child 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 Annotated §78B-13-209, said minor child currently resides with Petitioner in West Valley City, 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 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

9. **Legal Custody:** The parties shall be awarded joint legal custody of the minor child, subject to the decision-making process outlined in the parenting plan below.

10. Physical Custody and Parent Time: Petitioner shall be awarded sole physical custody of the minor child. Parent time shall be as the parties agree. If they do not agree, Respondent shall have parent time pursuant to Utah Code Ann. §81-9-302.

11. 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 child.

12. Summer/Extended Parent Time: The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

13. Holidays: The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-302 if they cannot agree, with Petitioner being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.

14. 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

15. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. §81-9-302 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.

16. Decision-Making: 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.

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.

17. School: The child shall continue to attend school at his current school and feeder schools. The parties shall have access to the child during school and authority to check the child out of school, but only for good cause, during their respective parent time and with notice to the other party. The minor child shall attend school absent extenuating circumstances, medical appointments, sickness, or as otherwise agreed by the parties.

18. 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 child is participating or being honored, and both parents are entitled to attend and participate fully.

19. 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.

20. Travel: In the event the parties vacation away from their home, the parent exercising parent-time with the child 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 child:

- a. An itinerary of travel dates;
- b. Destinations, including an exact address where the child shall 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 child or traveling party can be reached.
 - i. **Passports:** Both parties shall facilitate in a timely manner in obtaining passports for the minor child upon written agreement between the parties for any out-of-the-country trips the minor child takes with either parent.
 - ii. The minor child shall not leave the United States without express written permission from Petitioner.

21. 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.

22. Notice Regarding Illnesses: The parties shall notify one another of any illness that the child has while in their home for parenting time. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.

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

24. Reasonable Contact: Each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child. Each party shall have uncensored, reasonable virtual time with the minor child.

25. 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

26. Petitioner is employed and earns \$1,700.00 per month in gross income for purposes of calculating child support.

27. It is alleged that Respondent is employed and earns \$2,600.00 per month in gross income for purposes of calculating child support. Respondent shall provide income verification to the Court and child support shall be calculated based on a sole custody worksheet.

28. Pursuant to Utah Code Ann. §81-6-202, Respondent shall pay child support to Petitioner for in the amount of \$366.00 per month (amount subject to change based on income verification) for one (1) minor child of the parties pursuant to a sole custody worksheet. This amount shall be paid to support the minor child pursuant to the Uniform Child Support Guidelines until said child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

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 child 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 child.

30. The parties shall each pay one-half (½) of any out-of-pocket medical expenses incurred on behalf of the minor child, including medical, dental, orthodontic, vision, and therapy costs.

PROVISIONS RELATING TO CHILD CARE EXPENSES

31. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each party shall be responsible for one-half (½) of any work-related childcare expenses for the minor child.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

32. The parties shall equally share the extracurricular activity and education expenses of the minor child to which both parties agree in writing, and neither party shall unreasonably withhold this agreement.

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

PROVISIONS RELATING TO ALIMONY

34. The parties have similar income capabilities, work histories, and are capable of providing for themselves. Therefore, neither party shall be awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

35. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said joint financial accounts shall be equitably divided.

36. 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

37. It is Petitioner's belief and understanding that during the course of the marriage, the parties have not acquired any retirement accounts. However, if it is later determined that any retirement accounts were acquired during the marriage, such accounts shall be equitably divided between the parties.

PROVISIONS RELATING TO BUSINESS INTERESTS

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

PROVISIONS RELATING TO PERSONAL PROPERTY

39. During the marriage, the parties did not acquire any vehicles subject to division.

40. All other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

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

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

42. It is Petitioner's belief and understanding that, during the course of the marriage, the parties incurred no marital debt. In the event any such debt exists, the debt shall be allocated to the party who incurred the obligation.

43. 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

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

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

45. 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 child or speaking to the child 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 child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

- c. Both parties are restrained from discussing custody issues in front of the child 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 child 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 child 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 child 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

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

MISCELLANEOUS PROVISIONS

47. 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.

48. The Court shall grant other relief as the Court deems to be equitable.

SO ORDERED

COURT SIGNATURE AT TOP

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 11th day of June, 2026, to Respondent. 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/ Alexandra Diaz Andrews
STOWELL CRAYK, PLLC
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of June, 2026, the office of Alexandra Diaz Andrews electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and emailed to the following:

Alejandro Perez Velasco
Perezalejandro9992@yahoo.com
Respondent

/s/ Alexandra Diaz Andrews

