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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
YESENIA VELASCO,	Civil No. 264300113
Petitioner,	Judge L. Douglas Hogan
and	Commissioner Renee Blocher
SERGIO CASTELLANOS,	
Respondent.	

This matter came before the Court upon the parties' Stipulation and Settlement Agreement. The Court, having entered Findings of Fact and Conclusions of Law, and good cause appearing, ORDERS, ADJUDGES, AND DECREES as follows:

DIVORCE

1. The bonds of matrimony now existing between Petitioner, Yesenia Velasco, and Respondent, Sergio Castellanos, are dissolved, and the parties are divorced from each other.

2. The parties are restored to the status of unmarried persons, subject to the continuing terms of this Decree.

INCORPORATION OF STIPULATION

3. The parties' Stipulation and Settlement Agreement is approved, incorporated into this Decree, and made an enforceable order of the Court.

4. To the extent any provision of this Decree restates, clarifies, or implements the Stipulation, this Decree controls as the Court's final order.

MINOR CHILD

5. The parties are the parents of one minor child, L.C., born in August 2024.

6. This Court retains jurisdiction over custody, parent-time, child support, medical expenses, childcare, tax exemptions, and all other child-related matters as allowed by law.

LEGAL CUSTODY AND DECISION-MAKING

7. The parties are awarded joint legal custody of the minor child.

8. Major decisions regarding the child's education, elective health care, and religious upbringing shall be made jointly by the parties.

9. Each parent may make emergency health or safety decisions affecting the child while the child is in that parent's care and shall notify the other parent immediately, insofar as practicable, of any medical emergency involving the child.

10. Each parent may make day-to-day routine decisions concerning the care and control of the child while the child is in that parent's care.

11. If the parties are unable to agree on a major decision, they shall first consult appropriate third-party experts, including a doctor, teacher, therapist, counselor, or other professional in the area of disagreement.

12. If no agreement is reached after consultation with a third-party expert, the parties shall participate in mediation with an agreed-upon mediator and shall share equally the cost of mediation.

13. If the parties are still unable to agree after mediation, either party may seek Court intervention if that party believes the other party's position is not in the child's best interest.

PHYSICAL CUSTODY AND PARENT-TIME

14. The parties are awarded joint physical custody of the minor child.

15. The parties shall exercise a 50/50 parent-time schedule.

16. The parties shall exercise parent-time as they agree.

17. If the parties cannot agree on parent-time, they shall exercise parent-time in a manner consistent with joint physical custody and equal parent-time.

18. If a statutory minimum fallback schedule is necessary, the parties shall exercise parent-time under the applicable Utah statutory parent-time provisions for the child's age, including provisions applicable to a child under five years of age and, when applicable, provisions for a

child over five years of age, together with applicable regular parent-time, notification, non-custodial parent election, and holiday provisions.

19. The parties shall ensure that the child has frequent, meaningful, and continuing contact with both parents.

20. Neither parent shall interfere with the other parent's lawful and reasonable parent-time.

21. Mother shall not be designated as the custodial parent for school and holiday purposes.

22. Father shall be designated as the residential parent for purposes of identifying the location of the child's schools.

23. Birthdays shall take precedence over holiday parent-time, except Mother's Day and Father's Day.

24. Holiday parent-time shall take precedence over regular and summer parent-time.

25. Changes shall not be made to the regular parent-time rotation after holidays unless the parties agree in writing or the Court orders otherwise.

26. If the parties establish a parent-time schedule by agreement, custom, or practice, that schedule may be changed only by Court order or written agreement of the parties.

PARENT-TIME EXCHANGES AND TRANSPORTATION

27. Both parents shall share equally the responsibility for transportation of the child.

28. Unless otherwise agreed in writing, the receiving parent, meaning the parent beginning parent-time, shall provide transportation.

29. The curbside rule shall apply.

30. The parent delivering the child shall remain within arm's reach of the home and the receiving parent shall remain within arm's reach of the receiving parent's vehicle.

31. The parents shall not speak to each other during exchanges except as necessary to exchange the child.

32. A step-parent, grandparent, or other responsible adult designated by a parent may pick up the child if the other parent is aware of the identity of that individual and the other parent is with the child or has been informed of the identity of that person.

FIRST RIGHT OF REFUSAL

33. Parental care is presumptively better than surrogate care.

34. If a parent exercising parent-time or custodial time is not available to care for the child for a period of overnight or longer, that parent shall offer the other parent the first right to exercise parent-time before using a third-party or surrogate care provider.

35. The first right of refusal applies only if the other parent is personally available and willing to provide care and transportation.

36. Reasonable accommodation shall be made in the child's best interest for overnights with grandparents, cousins, relatives, and similar family circumstances.

TELEPHONE AND VIRTUAL CONTACT

37. Both parents shall permit and encourage unmonitored and uncensored communication between the child and the other parent at reasonable hours, for a reasonable duration, and at a reasonable frequency.

38. Virtual parent-time may be used if equipment is reasonably available.

39. The child may contact either parent at any reasonable time.

COMMUNICATION AND EXCHANGE OF INFORMATION

40. The parents shall communicate with each other directly and primarily using a co-parenting application, such as OurFamilyWizard including the tone meter, and shall share equally the cost.

41. All communication between the parents shall be limited in scope to parenting matters, support matters, and winding up the divorce.

42. Communications, including emails, text messages, and co-parenting application messages, shall be civil, brief, and factual.

43. Telephone calls shall be limited to emergencies or last-minute logistical parent-time exchange issues.

44. The parents shall exchange information with each other in a timely manner concerning the child's health, education, and welfare.

45. Both parties shall have full access to all educational, medical, religious, mental health, counseling, dental, optical, and other records of any type pertaining to the child.

46. Both parties shall provide the other party with the name, address, and telephone number of every educational institution the child attends.

47. Each parent shall be entitled to reports issued to the parents of the child by any school or similar institution.

48. Each parent shall timely notify the other parent of the time, place, and nature of special events, religious ceremonies, educational activities, and similar events involving the child.

49. Both parents shall be listed as emergency contacts on all applicable forms.

50. Both parents may confer with any teacher, other educational personnel, or health care provider about the child without prior consent of the other parent.

51. The parties shall cooperate to minimize disruption of the child's attendance at school and activities.

52. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the child and the other parent.

53. Neither parent shall encourage the child to change the child's primary residence.

54. Neither parent shall discuss with the child the status of child support payments or other legal matters regarding the parents' relationship.

55. Neither parent shall make major changes in the child's physical appearance without first reaching agreement with the other parent.

56. Each party is enjoined from doing anything that may estrange or alienate the child from the other parent.

57. Each party is permanently restrained from harming, threatening, molesting, intimidating, or harassing the other party.

58. Neither party shall consume alcoholic beverages to excess, abuse prescription medication, or use illicit drugs while caring for the child.

NOTIFICATION OF CHILD EVENTS

59. Parents do not have an affirmative duty to notify the other parent of child events when the same information is reasonably accessible through the other parent's reasonable efforts, including an online school calendar.

60. Notwithstanding the foregoing, each parent shall make reasonable efforts to notify the other parent of important medical, educational, religious, extracurricular, and emergency events involving the child.

TRAVEL AND RELOCATION

61. When the child travels with either parent overnight or out of state from the parents' respective residences, the traveling parent shall provide advance notice to the other parent and include the itinerary of travel dates, destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third party knowledgeable of the child's location.

62. If either parent intends to relocate more than 150 miles from the residence of the other parent, the relocating parent shall provide 60 days' advance written notice to the other parent and the parents shall review their parent-time schedule in the child's best interest.

63. The parties shall comply with Utah Code § 81-9-209 and any other applicable relocation law.

MUTUAL RESTRAINTS AND PROTECTION FROM CONFLICT

64. The parties are prohibited from harassing, stalking, threatening, intimidating, coercing, or abusing the other parent, any member of the other parent's family, or any third party associated with the other parent.

65. The parties shall not directly or indirectly engage in, authorize, encourage, facilitate, or permit any third party to engage in such conduct on their behalf.

66. The parties are prohibited from making, publishing, reposting, endorsing, or permitting any false, misleading, derogatory, defamatory, or disparaging statements or content concerning the other parent on social media or any public or private online platform, including text messages, emails, messaging applications, blogs, or forums.

67. The parties shall take reasonable steps to prevent and immediately discontinue such conduct by third parties acting at their request or with their knowledge.

68. The parents shall not make derogatory or disparaging remarks about or to the other parent, especially within the hearing of the child.

69. The parents shall not say or do anything that would tend to diminish the love and affection of the child for the other parent or attempt to influence the child's preference regarding custody or parent-time.

70. The parents shall use best efforts to prevent third parties from doing what the parents are prohibited from doing, or shall remove the child from the presence of those third parties.

71. The parents shall not discuss any aspect of these adult proceedings in the presence or hearing of the child and shall not allow third parties to do so.

72. Neither parent shall use the child to relay messages, gather information, convey demands, or keep secrets from the other parent.

73. Neither parent shall involve the child in adult disputes, legal matters, or parental conflicts, or use the child as an intermediary, leverage, or tool to influence, pressure, or manipulate the other parent.

74. Neither parent shall engage in conduct intended to alienate the child from the other parent, including coaching, influencing, interrogating, or encouraging the child to form negative opinions about the other parent, take sides, or withhold information or affection.

75. The child shall not be used for parental warfare, emotional manipulation, or strategic advantage.

76. Neither parent shall question the child about the other parent's activities, personal relationships, or how the other parent spends time or money.

SAFETY LAWS AND EDUCATION PLAN

77. Both parties shall obey all safety laws, including traffic laws and vehicle code requirements.

78. Neither parent shall operate a motor vehicle without a valid driver license, insurance, and valid registration while transporting the child.

79. Safety restraints, including seat belts and child car seats, shall be used as directed by law.

80. Father is designated as the residential parent for purposes of identifying the location of the child's schools.

81. Both parents shall have access to school records and shall be listed as emergency contacts.

82. Both parents are authorized to check out the child during their respective parent-time, but only as necessary to avoid undue disruption, including reasonably unavoidable medical appointments, extracurricular events, or sporting activities.

NON-CONFLATION OF PARENT-TIME AND SUPPORT; DISPUTE RESOLUTION

83. If a parent fails to comply with a provision of the parenting plan or child support order, the other parent's obligations under the parenting plan or child support order are not affected.

84. Other than ex parte motions for emergency orders, protective orders, or motions to enforce, the parents shall make a good faith effort to resolve disputes regarding this Decree through mediation with an agreed-upon mediator, sharing equally the cost, before seeking Court intervention.

CHILD SUPPORT

85. Father shall pay Mother child support in the amount of \$250.00 per month.

86. Child support shall be paid on or before the 5th day of each month unless either parent uses the Office of Recovery Services to collect support or the parties agree to a different payment schedule in writing.

87. Unless the Court orders otherwise, base child support shall terminate when the child turns 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or when the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

88. Upon occurrence of an event requiring reduction or termination, child support shall be automatically reduced, as applicable, in accordance with the guidelines based on the Court-approved income declared in the most recent support order.

89. The parties retain the right to seek review and adjustment of child support after three years if the statutory criteria are met.

90. The parties retain the right to seek modification of child support upon a substantial change in circumstances as allowed by law.

91. If either parent desires to use ORS to collect or enforce child support, the obligee or payee parent is entitled to immediate and automatic income withholding.

**FULL DISCLOSURE, TAX EXEMPTIONS, MEDICAL COSTS, SCHOOL EXPENSES,
AND CHILDCARE**

92. Each party shall make a good faith effort to disclose all income, assets, and debts and shall provide disclosures required under Rule 26.1 of the Utah Rules of Civil Procedure.

93. Father shall claim the child for dependency exemption and child tax credit purposes in odd-numbered tax years, and Mother shall claim the child in even-numbered tax years.

94. A party may claim the child only if that party is current on his or her child support obligation by December 31 of the given tax year.

95. The parties shall cooperate in completing and signing any IRS forms necessary to allow the proper party to claim the dependency exemption or child tax credit.

96. Father shall be solely responsible for maintaining medical, dental, and any other necessary insurance coverage for the minor child and shall be responsible for the costs associated with such coverage.

97. Both parents shall equally share reasonable and necessary uninsured and unreimbursed medical, dental, mental health, prescription, optical, orthodontic, and physical, occupational, speech, and social skills therapy expenses, including deductibles, co-insurance, and co-payments, incurred for the child and actually paid by a party.

98. The party incurring such expenses shall provide written verification of cost and payment to the other party within 30 days after payment and after insurance has paid its portion.

99. The other party shall reimburse that party within 30 days of receipt of written verification of payment and cost.

100. A party who fails to comply with the verification procedure may be denied credit or recovery for the expense.

101. If the child is covered by both parents' plans, the plan providing the best benefits shall be primary and the other plan secondary.

102. Step-parent coverage for a dependent child shall be treated as coverage of the remarried party for purposes of primary and secondary designation.

103. The parties shall equally share the out-of-pocket cost of the premium actually paid for the child's portion of insurance, calculated on a per capita basis, and the amount shall be automatically deducted from or added to child support as appropriate.

104. The party maintaining insurance shall provide written verification of coverage, including any new insurance card, to the other party and ORS if applicable on or before January 2 of each year or during open enrollment, and shall notify the other party and ORS within 30 days of changes in carrier, premium, or benefits.

105. Each party shall share equally all school fees for the child and reasonable extracurricular activity expenses agreed upon in writing.

106. Agreement to extracurricular activities shall not be unreasonably withheld, but the parents shall make best efforts to avoid conflict with parent-time.

107. The party incurring school or extracurricular expenses shall provide written verification within 30 days of payment and shall receive reimbursement from the other party within 30 days of receipt.

108. The parties may elect that medical, dental, and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree at or before the day the provider first renders services or issues a bill.

109. The parties shall equally share reasonably work-related childcare expenses.

110. The party incurring childcare expenses shall provide written verification of the cost and identity of the childcare provider upon initial agreement of a provider and thereafter upon request.

111. The party incurring or paying childcare shall notify the other party of any change in provider or monthly expense within 30 calendar days of the change.

112. A party incurring childcare expenses may be denied credit or recovery if that party fails to comply with this order.

113. The party not directly paying childcare shall begin paying his or her share of childcare expenses monthly immediately upon presentation of proof of the childcare expense.

PUBLIC ASSISTANCE

114. Based on the parties' representations, neither Mother nor Father has received or is receiving public assistance from the State of Utah, and ORS is not required to intervene.

ALIMONY

115. Neither party shall pay alimony to the other party.

116. Neither party shall receive alimony from the other party.

117. Each party waives any claim for past, present, or future alimony.

REAL PROPERTY

118. The marital home located at 467 West Lefty Lane, Stansbury Park, Utah 84074, is awarded to Father, Sergio Castellanos, as his sole and separate property.

119. Father shall assume responsibility for the mortgage on the marital home.

120. Father shall assume responsibility for all taxes, insurance, utilities, HOA fees, maintenance, repairs, and other obligations associated with the marital home.

121. Father shall indemnify and hold Mother harmless from any liability relating to the marital home, including the mortgage, taxes, insurance, utilities, HOA fees, maintenance, repairs, and other property-related obligations.

122. Mother shall execute any documents necessary to transfer any ownership interest in the marital home to Father.

123. If Mother fails or refuses to execute documents necessary to transfer ownership of the marital home to Father, the Court may appoint another person to execute such documents pursuant to Rule 70 of the Utah Rules of Civil Procedure.

124. Any document executed pursuant to Rule 70 shall have the same effect as if executed by Mother.

PERSONAL PROPERTY

125. The GMC is awarded to Father.

126. The 2013 Honda Pilot is awarded to Mother.

127. The Kawasaki Ninja / 2025 Kawasaki ZX 10R motorcycle is awarded to Father.

128. Firearms are awarded to Father to the extent in Father's possession, titled to Father, or legally owned by Father; otherwise, firearms are awarded to the party in lawful possession, subject to all applicable state and federal laws.

129. The parties are awarded exclusive use, possession, and ownership of the personal property items awarded to them, including associated debts and liabilities, and shall indemnify and hold the other party harmless therefrom.

130. Each party is awarded all non-marital personal property owned and possessed prior to the marriage, including inherited family heirlooms.

131. All other personal property shall be equitably divided between the parties as they agree, as already divided, or as ordered by the Court after mediation without attorneys with mediation costs shared equally.

132. The 2024 GMC Sierra 1500 truck, valued at approximately \$36,000, shall remain with Father.

133. Father shall assume responsibility for any financial obligations associated with the 2024 GMC Sierra 1500 truck and shall indemnify and hold Mother harmless therefrom.

134. The 2025 Kawasaki ZX 10R motorcycle, valued at approximately \$16,500, shall remain with Father.

135. Father shall assume responsibility for any financial obligations associated with the 2025 Kawasaki ZX 10R motorcycle and shall indemnify and hold Mother harmless therefrom.

BANK, RETIREMENT, INVESTMENT, AND CRYPTOCURRENCY ACCOUNTS

136. Any joint bank accounts shall be equitably divided.

137. Each party shall retain any bank accounts held in that party's sole name, free and clear of any claim by the other party.

138. Each party shall be responsible for any overdraft, fee, charge, or liability associated with any account awarded to that party or caused by that party.

139. Each party shall retain as his or her sole and separate property any retirement, investment, bank, cryptocurrency, or similar account held in that party's individual name, free and clear of any claim by the other party.

140. In consideration for this allocation, Respondent, Sergio Castellanos, shall pay Petitioner, Yesenia Velasco, the sum of \$5,000.00.

141. Upon receipt of this payment, each party waives any and all claims to the other party's retirement, investment, and cryptocurrency accounts, whether known or unknown.

142. Each party shall be solely responsible for any taxes, liabilities, or obligations associated with the accounts awarded to that party and shall indemnify and hold the other party harmless therefrom.

143. No Qualified Domestic Relations Order shall be required unless the parties later agree in writing or unless otherwise ordered by the Court.

DEBTS

144. The balances on any joint credit cards are assigned to Respondent, and Respondent shall be solely responsible for such debts and shall indemnify and hold Petitioner harmless therefrom.

145. The MACU credit card with an approximate balance of \$4,521.00 is assigned to Respondent as his sole responsibility, and Respondent shall indemnify and hold Petitioner harmless therefrom.

146. The AFCU credit card with an approximate balance of \$5,491.00 is assigned to Respondent as his sole responsibility, and Respondent shall indemnify and hold Petitioner harmless therefrom.

147. The personal loan from Martha Herrera with an approximate balance of \$12,000.00 is assigned to Respondent as his sole responsibility, and Respondent shall indemnify and hold Petitioner harmless therefrom.

148. The personal loan from Leonel Castellanos with an approximate balance of \$5,000.00 is assigned to Respondent as his sole responsibility, and Respondent shall indemnify and hold Petitioner harmless therefrom.

149. The RC Willey credit account with a balance of \$835.13 is assigned to Respondent as his sole responsibility, and Respondent shall indemnify and hold Petitioner harmless therefrom.

150. The personal loan from Marta Flores with an approximate balance of \$5,000.00 is assigned to Father as his sole responsibility, and Father shall indemnify and hold Mother harmless therefrom.

151. Any financial obligation associated with the 2024 GMC Sierra 1500 truck is assigned to Father as his sole responsibility, and Father shall indemnify and hold Mother harmless therefrom.

152. Any financial obligation associated with the 2025 Kawasaki ZX 10R motorcycle is assigned to Father as his sole responsibility, and Father shall indemnify and hold Mother harmless therefrom.

153. Any financial obligation associated with the marital home located at 467 West Lefty Lane, Stansbury Park, Utah 84074, including the mortgage, is assigned to Father as his sole responsibility, and Father shall indemnify and hold Mother harmless therefrom.

154. Any financial obligation associated with the 2013 Honda Pilot is assigned to Mother as her sole responsibility, and Mother shall indemnify and hold Father harmless therefrom.

155. If it is later found that during the marriage the parties contracted or incurred other debt, the debt shall be assigned to the party who incurred the debt in that party's own name unless otherwise agreed in writing or ordered by the Court.

156. A party responsible for any joint debt, obligation, or liability shall keep such debts current and in good standing with creditors and shall indemnify and hold the other party harmless from all loss, damage, demand, or claim arising from the responsible party's failure or neglect to do so.

157. A party responsible for any joint debt, obligation, or liability shall notify creditors or obligees regarding the division of the debts and the parties' separate current addresses.

158. These orders may be enforced by sale of property of the responsible party, contempt proceedings, or otherwise as necessary.

159. Neither spouse shall be personally liable for the separate debts, obligations, or liabilities contracted or incurred by the other spouse during the marriage, except family expenses as provided by law.

160. Any debts incurred by either party after the date of filing of the Verified Petition for Decree of Divorce shall be the sole responsibility of the party incurring the debt, and the other party shall be indemnified and held harmless therefrom.

DOMESTIC RELATIONS INJUNCTION AND CONTINUING RESTRAINTS

161. The parties shall comply with the Court-issued Domestic Relations Injunction during the pendency of the divorce and with all continuing restraints included in this Decree.

162. Except in the ordinary course of business or to provide for necessities of life, the parties are restrained from transferring, encumbering, concealing, dissipating, wasting, or disposing of any property without the express written agreement of the parties or further order of the Court.

163. The parties shall not harass, intimidate, or disturb the peace of the other party by any means, including electronically.

164. The parties shall not commit domestic violence or abuse against the other party or the child.

165. The parties shall not use the other party's name, likeness, image, or identification to get credit, open an account for service, or obtain a service.

166. The parties shall not cancel or interfere with telephone, utility, or other services used by the other party.

167. The parties shall not cancel, modify, terminate, change the beneficiary of, or allow to lapse for voluntary nonpayment of premiums any policy of health insurance, homeowner's or renter's insurance, automobile insurance, or life insurance without written consent of the other party or further order of the Court.

NAME CHANGE

168. If Mother desires to change her last name back to her maiden name of Flores, this Decree shall act as her name change order.

ATTORNEY FEES AND COSTS

169. Each party shall be responsible for his or her own attorney fees and costs.

170. Neither party is awarded attorney fees against the other party as part of this Decree.

171. This provision does not prevent a party from requesting attorney fees and costs incurred to enforce this Decree if enforcement becomes necessary.

DUTY TO SIGN DOCUMENTS AND IMPLEMENT DECREE

172. Both parties shall sign and fully execute all documents necessary to implement this Decree.

173. If a party fails to execute a document within 60 days of entry of this Decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and may request appointment of another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

174. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

175. The parties shall cooperate with each other to effectuate changes in titles to property divided in this Decree.

176. Each party shall provide certified copies of this Decree to creditors as necessary pursuant to Utah law.

----END OF ORDER----

SEE COURT'S ELECTRONIC SIGNATURE AT THE TOP OF THE FIRST PAGE

RULE 7 NOTICE

Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, this Decree shall become the Order of the Court unless an objection is filed within seven (7) days after service

CERTIFICATE OF SERVICE

On the 18th day of June 2026, I hereby certify that I caused the foregoing document to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Yesenia Velasco
467 W. Lefty Lane
Stansbury Park, Ut 84074.
Petitioner

(X) U.S. mail, first-class, postage prepaid
() Facsimile
() Electronic Filing
() Hand Delivery
() Overnight courier
(X) Email