

Leticia Chan
7361 South 145 East
Midvale, Utah 84047
Phone (385)539-8254
Lettycruz0@icloud.com
Petitioner, Self-Represented

FILED DISTRICT COURT
Third Judicial District

AUG 05 2026

SALT LAKE COUNTY

By _____

Deputy Clerk 

Third Judicial District Court
Third Judicial District Salt Lake County
450 south State Street, Salt Lake City, UT 84114

In the Matter of (select one)

- ☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)
☐ the Children of (to establish custody, parent-time or child support)
☐ the Parentage of the Children of (for a paternity case)

Leticia Chan

(name of Petitioner)

and

Josue Alexander Chan

(name of Respondent)

Other parties (if any)

Divorce decree and Judgment

(name of motion)

264902934

Case Number

Vernice S. Trease

Judge

Russell Minas

Commissioner

The court finds:

COMES, **Leticia Chan**, Petitioner, and files this Complaint for Dissolution of Marriage against Respondent, **Josue Alexander Chan** and would state in support thereof the following:

1. This Court has jurisdiction of the parties and subject matter pursuant the laws of the State of Utah, Section 30-3-1 et seq.
2. Petitioner is an actual and bone-field resident of Salt Lake County, State of Utah, and has lived for more than three (3) months immediately prior to the commencement of this action. Respondent is a resident of the Republic Chile.

3. Petitioner and Respondent are husband and wife, married March 24, 2017, in Salt Lake City, Salt Lake County, Utah, are dissolved, and each party is restored to the status of an unmarried person

4. **Minor Children.** The parties are the legal parents of the following minor children:

- a. Jahnelley Grace Chan Cruz, born July 19, 2020;
- b. Angelique Sofia Chan Cruz, born September 16, 2023.

5. **Custody.** Petitioner ^{is the} ~~are~~ awarded sole legal custody and sole physical custody of the minor children. Respondents shall have parent-time with the minor children as set forth in the Parenting Plan below.

6. Petitioner and Respondent separated on 06/16/2025 and from that date up to the present, Petitioner and Respondent have lived separate and apart without any cohabitation. The parties would show that they are entitled to a decree of dissolution of marriage on the grounds of irreconcilable differences pursuant to Utah Laws, Section 30-3-1 (3)(h). The marriage between Petitioner and Respondent is irretrievably broken and there are irreconcilable differences between Petitioner and Respondent, making it impossible for the marriage to continue.

7. There is no reasonable expectation that the Parties will reconcile.

8. Petitioner was resident of Salt Lake County, Utah on the date this case was filed. Petitioner was resident for at least 90 days before filing this case.

9. **Parent-Time.**

PARENTING PLAN

This Parenting Plan is entered in good faith and is incorporated into and made a part of this Decree of Divorce.

Parent-Time.

- A. Because Respondent resides outside of the United States, parent-time shall consist of reasonable communication by telephone or video call, as agreed by the parties and appropriate considering the children's ages and schedules. Any in-person visitation outside of the United States shall occur only upon mutual agreement of both parties and in consideration of the children's best interest.
- B. **Special-Occasion / Holiday Schedule.** If the parties reside 150 miles or more apart, or in different countries, and are unable to agree on a parent-time schedule, the holiday schedule attached as Exhibit A shall govern as the minimum parent-time for the non-custodial parent. If there is more than one child and the children's school schedules vary, at the option of the parent exercising the holiday, or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school (Utah Code §§ 81-9-302, -303).

- C. Transfers. No arrangement has presently been made regarding who will pick up, deliver, and return the children for parent time. There shall be no curbside transfers; the parent dropping off or picking up a child may accompany the children to the other parent when parent-time transfers are made.
- D. Decision-Making. Each parent shall make day-to-day decisions for the children during the time the children are in that parent's care. Either parent may make emergency decisions affecting the children's health or safety and shall share the decision with the other parent as soon as possible.
- E. Education. The children's school shall be determined based on Petitioner's home residence. Petitioners have authority to check the children out of school and have access to the children during school. If the parents cannot agree, education decisions shall be made by Petitioner.
- F. Communication Between Parents. The parents shall communicate with each other by any method.
- G. Communication with Children. The parents should provide appropriate age help to the children to communicate with the other parents and should give the children privacy during such communication, without interference or monitoring. The children may communicate with either parent, by any method, whenever the children choose.
- H. Records and Information Sharing. Petitioners shall have sole authority regarding the children's educational, medical, childcare, and health care records. Respondent may request reasonable updates and copies of records from Petitioner. Communication regarding children shall be conducted respectfully and, in the children's best interests.
- I. Travel by Children. During a parent's parent-time, that parent may consent to the children traveling with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If the children will be traveling for more than seven (7) days, the parent arranging the travel shall notify the other parent at least seven (7) days in advance and shall provide the travel schedule, locations, and phone numbers at least seven (7) days in advance (or as much notice as possible in case of emergency). International travel with the minor children shall occur only upon mutual agreement of both parents. The parent traveling with the children shall provide reasonable notice and travel information to the other parent, and the minor children shall not travel internationally without Petitioner's (the mother's) consent.
- J. Child Care. Any childcare provider for the children must be a relative, friend, or neighbor.
- K. Relocation of a Parent (Utah Code § 81-9-209). If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation at least sixty (60) days before the planned move. The notice must include information about the move, a proposed parent-time schedule, and a statement that the parents will not interfere with the other parent's parent-time. If the moving parent does not provide the Notice of Relocation, the moving parent will be in contempt of this Order.

- L. Relocation Schedule (Utah Code § 81-9-209). If either parent lives 150 miles or more away from the other, or the parents live in different countries, parent-time shall be as the parties agree. If they are unable to agree, the following shall be the minimum parent-time for the noncustodial parent:
- M. In years ending in an odd number, the minor children will spend fall break (or, if the children's school does not dismiss for fall break, Labor Day) with the noncustodial parent, beginning when school dismisses and ending the day before school resumes, and the entire winter break, beginning when school dismisses for winter break and ending the day before school resumes.
- a) In years ending in an even number, the minor children will spend spring break (or, if the children's school does not dismiss for spring break, Presidents' Day) with the noncustodial parent, beginning when school dismisses and ending the day before school resumes, and Thanksgiving, beginning when school dismisses and ending the day before school resumes.
- b) Extended parent-time equal to half of the summer or off-track time, in consecutive weeks: the noncustodial parent is entitled to the first half in years ending in an odd number and the second half in years ending in an even number. The noncustodial parent shall return the children to the custodial home no later than seven (7) days before school begins (this week is counted toward the noncustodial parent's summer/off-track time). The parties shall mutually agree on the **extended time** dates each year; if they cannot agree, the non-custodial parent shall select the dates.
- c) One weekend per month, at the option and expense of the noncustodial parent, subject to the following: if the noncustodial parent has not designated a specific weekend, the noncustodial parent shall receive the last weekend of each month, unless a holiday assigned to the custodial parent falls on that weekend, in which case the noncustodial parent shall receive the weekend before the holiday. If the noncustodial parent's extended parent-time or holiday parent-time extends into or through the first weekend of the next month, that weekend is the noncustodial parent's monthly weekend for that month. If a child is out of school for teacher development or snow days and those days are contiguous with the noncustodial parent's weekend or holiday parent-time, those days shall be included in that parent-time.
- d) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent above.

- e) In addition to the above, the noncustodial parent is entitled to, at least two times a week: (1) brief telephone contact with the minor children at reasonable hours and for a reasonable duration; and (2) virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. Virtual parent-time supplements, but does not replace, the in-person parent-time to which the noncustodial parent is entitled.
- N. Travel Expenses. If either parent lives 150 miles or more away from the other, or the parents live in separate countries, each parent shall be responsible for that parent's own travel expenses for parent-time. A parent found in contempt for failing to remain current on support obligations, who does not have primary physical care of a child, shall be responsible for that child's related travel expenses. Reimbursement for a child's travel expenses must be made within thirty (30) days of receipt of documentation of those expenses.
- O. Resolving Disputes. If the parents need to resolve a dispute regarding the children, they shall discuss the issue in good faith and try to reach an agreement based on the children's best interest before bringing the issue to the Court.
- P. Modification. This Parenting Plan remains in effect until changed by modification of a court order.
10. **Child Support.** *The issue of child support is reserved. m 8/5/26* Neither party is ordered to pay child support to the other. This deviates from the Utah Child Support Guidelines because Respondent presently resides in Guatemala, is unemployed, and has no U.S. employer or regular income, such that support cannot presently be processed through employer withholding. The parties understand that Respondent intends to contribute to the children's support according to his financial ability, and that child support may be reviewed and modified if his circumstances change. Support for each child shall terminate when the child turns eighteen (18) years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or when the child dies, marries, enters the United States armed forces, or is otherwise emancipated (Utah Code § 78A-6-801). When a child becomes ineligible for support, the support amount for the remaining eligible children shall be recalculated using the child support worksheet then in effect; the parties may not simply divide the prior base child support award by the number of remaining children. Any past-due child support may be decided by future court or administrative action. Petitioners shall pay any Office of Recovery Services (ORS) fees. The parties shall notify each other within thirty (30) days of any change in income.

11. **Dependency Exemption.** Petitioners may claim the parties' minor children as dependents/exemptions for tax purposes.
12. **Health Care Coverage.**
- a. The parties should provide health care coverage for the minor children's medical expenses.
 - b. Petitioner shall maintain medical, hospital, and dental insurance for the children if available at a reasonable cost. If such insurance is not available at a reasonable cost, both parents shall ensure the children have health care coverage, including, if necessary, by applying for public coverage such as CHIP or Medicaid.
 - c. If a child is covered by both parents' insurance, Petitioner's insurance shall be primary and Respondent's shall be secondary. If a parent remarries and a child is covered by a stepparent's plan, Petitioner's spouse's insurance shall be primary and Respondent's spouse's insurance shall be secondary.
 - d. The parties shall equally share the out-of-pocket cost of insurance premiums and shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance, and co-payments.
 - e. A party who pays a health care expense must provide the other party written verification of the cost and payment within thirty (30) days. Failure to do so may result in forfeiture of the right to credit or reimbursement for that expense.
 - f. On or before January 2 of each year, the party ordered to maintain coverage shall provide verification of coverage to the other party, and to ORS if involved. Any change in coverage shall be reported to the other party, and to ORS if involved, within thirty (30) days of the change.
13. **Child Care Expenses.** Petitioners shall be solely responsible for all reasonable work, career, or occupational-training-related childcare expenses for the minor children. Respondent shall not be responsible for reimbursement of childcare expenses at this time, due to his current unemployment and residence in Guatemala.
14. **Public Assistance.** Neither party has received or is receiving public assistance from the State of Utah.
15. **Personal Property.** All personal property not otherwise addressed in this Decree has already been divided by agreement of the parties, and that division is confirmed.

16. **Vehicle.** The parties' 2010 Lexus RX 350, VIN JTJBK1BA2A2427813, titled before the divorce to Respondent, current value approximately \$12,000.00, no loan, is awarded to Petitioner.
17. **Bank and Credit Union Accounts.** Petitioner is awarded the entire balance of the following Mountain America Credit Union accounts (7181 S Campus View Dr., Midvale, UT 84047), each currently titled to Petitioner:
- a. Savings Account No. 9856 — balance \$80,126.78, awarded entirely to Petitioner;
 - b. Checking Account No. 1059 — balance \$3,177.86, awarded entirely to Petitioner;
 - c. Checking Account No. 9856 — balance \$1,366.02, awarded entirely to Petitioner.
18. **Debts.** The parties are not aware of any debts incurred during the marriage. If any such debt exists, it shall be the sole responsibility of the party who incurred it.
19. **Real Property.** The parties acquired the following real property during the marriage, currently titled to Respondent (Chan Josue Alexander):
- a. Lot 16, Indian Ridge Subdivision, Plat E, Sanpete County, Utah (Tax ID R018786; legal description: DIST:20 LOT 16, INDIAN RIDGE SUBDIVISION CONT 1.00 AC PLATE), acquired November 1, 2022, original cost \$15,000.00, estimated current value \$30,000.00 (estimated based on county tax assessment and approximate market value of similar vacant land in the area), no mortgage.
 - b. Lot 24, Indian Ridge Subdivision, Plat E, Sanpete County, Utah (Tax ID R018794; legal description: DIST:20 LOT 24, INDIAN RIDGE SUBDIVISION CONT 1.03 AC PLATE), acquired November 1, 2022, original cost \$17,000.00, estimated current value \$35,000.00 (estimated based on county tax assessment and approximate market value of similar vacant land in the area), no mortgage.
- Both parcels described above are awarded to Respondent. Respondent shall be solely responsible for any property taxes, fees, assessments, or obligations related to these properties and shall hold Petitioner harmless from any liability associated with them. Petitioner waives any claim, interest, equity, proceeds, or future profits related to these properties, including any proceeds from a future sale.
20. **Alimony.** Neither party is awarded alimony.
16. **Retirement.** No court order regarding retirement accounts is necessary.

17. **Duty to Sign Documents.** The parties shall sign all documents necessary to comply with this Decree within sixty (60) days of its entry. If a party fails to sign a required document within sixty (60) days, the other party may ask the Court to appoint someone to sign the document on that party's behalf, pursuant to Utah R. Civ. P. 70.

18. **Name Change.** Petitioner's name is restored to Leticia Cruz.

19. **Notice/Correspondence.** Until further notice, documents and correspondence for this case may be sent to Respondent at Josuechan801@gmail.com or, if email is not an option, to Lote 398 Seccion B, Colonia Santa Sofia, San Jose Pinula, Guatemala 00000 (Utah R. Civ. P. 5).

EXHIBIT A – HOLIDAY / SPECIAL-OCCASION PARENT-TIME SCHEDULE

Holiday	Period	Josue Alexander Chan	Leticia Chan
Dr. Martin Luther King Jr. Day	Children under five: (1) Holiday begins on Friday at (a) 8 a.m. if the parent is available to be with the child, or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day. Children five and older: (1) Holiday begins (a) at the time school is dismissed, or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	Children under five: (1) Holiday begins on Friday at (a) 8 a.m. if available, or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day. Children five and older: (1) Holiday begins (a) at school dismissal, or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. the day before school resumes.	Even years	Odd years
Spring Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day school dismisses for spring break. (2) Holiday ends at 7:30 p.m. the day before school resumes. Children five and older: (1) Holiday begins (a) at school dismissal, or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. the day before school resumes.	Odd years	Even years
Memorial Day	Children under five: (1) Holiday begins Friday at (a) 8 a.m. if available, or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day. Children five and older: (1) Holiday begins (a) at school dismissal, or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	Children under five: Holiday begins 5:30 p.m. the day before Mother's Day and ends Mother's Day at 7:30 p.m. Children five and older: Holiday begins 5:30 p.m. the day before Mother's Day and ends Mother's Day at 8:30 p.m.	All years (if mother/designated)	All years (if mother/designated)

	All years, if that parent is the mother or is the parent designated Mother's Day in the order.		
Father's Day	Children under five: Holiday begins 5:30 p.m. the day before Father's Day and ends Father's Day at 7:30 p.m. Children five and older: Holiday begins 5:30 p.m. the day before Father's Day and ends Father's Day at 8:30 p.m. All years, if that parent is the father or is the parent designated Father's Day in the order.	All years (if father/designated)	All years (if father/designated)
Juneteenth National Freedom Day	Children under five: (1) Holiday begins (a) 5:30 p.m. the day before, if not Father's Day, or (b) 8 a.m. on the holiday if the day before is Father's Day. (2) Holiday ends 7:30 p.m. the day following. Children five and older: (1) Holiday begins (a) 5:30 p.m. the day before, if not Father's Day, or (b) 8 a.m. if the day before is Father's Day. (2) Holiday ends 8:30 p.m. the day following.	Even years	Odd years
Independence Day	Children under five: Holiday begins July 3 at 5:30 p.m.; ends July 5 at 7:30 p.m. Children five and older: Holiday begins July 3 at 5:30 p.m.; ends July 5 at 8:30 p.m.	Odd years	Even years
Pioneer Day	Children under five: Holiday begins July 23 at 5:30 p.m.; ends July 25 at 7:30 p.m. Children five and older: Holiday begins July 23 at 5:30 p.m.; ends July 25 at 8:30 p.m.	Even years	Odd years
Labor Day	Children under five: (1) Holiday begins Friday at (a) 8 a.m. if available, or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends 7:30 p.m. on Labor Day. Children five and older: (1) Holiday begins (a) at school dismissal, or (b) Friday 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	Children under five: Holiday begins 5:30 p.m. the day school dismisses for fall break; ends 7:30 p.m. the day before school resumes. Children five and older: Holiday begins (a) at school dismissal, or (b) 5:30 p.m. at the election of the parent granted the holiday; ends 8:30 p.m. the day before school resumes.	Odd years	Even years
Halloween	Children under five: Holiday begins Oct. 31 (or day traditionally celebrated) (a) at school dismissal, or (b) 3 p.m. if no school; ends 7:30 p.m. same day. Children five and older: same start; ends 8:30 p.m. same day.	Even years	Odd years
Thanksgiving	Children under five: Holiday begins 5:30 p.m. the day school dismisses for Thanksgiving; ends 7:30 p.m. the day before school resumes. Children five and older: Holiday begins (a) at school dismissal, or	Even years	Odd years

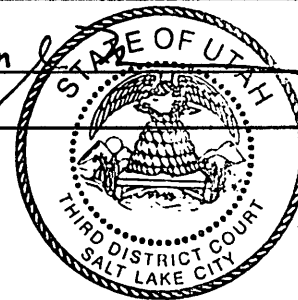
	(b) 5:30 p.m. at the election of the parent granted the holiday; ends 8:30 p.m. the day before school resumes.		
Winter Break (First Half)	Children under five: Holiday begins 5:30 p.m. the day school dismisses for winter break; ends Dec. 27 at 7:30 p.m. Children five and older: Holiday begins (a) at school dismissal, or (b) 5:30 p.m. at the election of the parent granted the holiday; ends Dec. 27 at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	Children under five: Holiday begins Dec. 27 at 7:30 p.m.; ends 7:30 p.m. the day before school resumes. Children five and older: Holiday begins Dec. 27 at 8:30 p.m.; ends 8:30 p.m. the day before school resumes after winter break.	Even years	Odd years
Day of Minor Child's Birthday	Children under five: Holiday begins 3 p.m.; ends 7:30 p.m. Children five and older: Holiday begins 3 p.m.; ends 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	Children under five: Holiday begins 3 p.m.; ends 7:30 p.m. Children five and older: Holiday begins 3 p.m.; ends 8:30 p.m.	Odd years	Even years

WHEREFORE, Petitioner, **Leticia chan**, prays for judgment and relief against Respondent, **Josue Alecander Chan**, as follows:

- a) For a Decree of Divorce dissolving the bonds of matrimony between the parties, the same to become final upon entry.
- b) For a Decree of Divorce, the bonds of Matrimony between the parties, with the same to become final upon entry.
- c) For judgment and relief as set forth in this Complaint, including the clarification that no marital assets or debts remain to be resolved.
- d) For such other relief and judgment as is just and equitable in the premises.

Commissioner's or Judge's signature may instead appear at the top of the first page of this document.

Date _____ Signature ► _____
Commissioner _____
Date August 5, 2026 Signature ► BM _____
Judge _____



Approved as to form.

Date 06/18/2026 Signature ► Leticia Chan
Plaintiff/Petitioner, Attorney or Licensed
Paralegal Practitioner Leticia Chan
Date 07-29-26 Signature ► Josue A. Chan
Defendant/Respondent, Attorney or Licensed
Paralegal Practitioner Josue A. Chan

Certificate of Service

I certify that I filed with the court and am serving a copy of this Findings of Fact, Conclusions of Law and Order on Motion on the following people.

Person's Name	Service Method	Service Address	Service Date
Josue Alexander Chan	☒ Mail ☐ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)	Josuechan801@gmail.com	06/18/2026
	☐ Mail ☐ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		
	☐ Mail ☐ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		

Date

Signature ► _____

Printed Name _____