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**THIRD JUDICIAL DISTRICT, SALT LAKE DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

In the matter of the marriage of	DECREE OF DIVORCE
EDWIN QUINTERO	Case No.: 264902099
Petitioner	Judge: Stephen Nelson
and	Commissioner: Michelle Blomquist
ANDRITH MILAGRO GUTIERREZ	Tier 4
Respondent	

Petitioner Edwin Quintero having filed a Petition for Divorce against the Respondent Andrith Milagro Gutierrez the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues. The Court having reviewed the Stipulation of the parties and the same appearing to be fair and reasonable under the circumstances and otherwise being fully apprised herein and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: That the parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

1. **MARRIAGE**: The parties married in July 2016, in Panama. The parties are currently married. The parties separated on or about January 2026.
2. **GROUND**s: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
3. **CHILD**: There is one (1) minor child of this marriage: S.Q., born June 2017.
4. **Legal Custody & Parenting Plan**: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.
5. **Information Sharing**: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.
6. **Decisions**: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety,

religion, and education. The parties agree that the child will continue her 2nd year of first communion.

7. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

8. Educational Plan: Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor child in his/her care will be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time. The child will attend school based on the Mother's residence, so long as she lives in Salt Lake County. In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein.

9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

10. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature. Communication regarding the minor child will be directly

between the parents and will not involve third parties. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

11. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the child is not available when a parent calls, then the party with parent time will initiate or have the child initiate return contact as soon as possible the same day, but not later than 24 hours. The child may initiate contact with either parent at any reasonable times and durations.

12. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

13. Accommodations/Sleeping Arrangements: Neither parent will allow the child to sleep in a room with a non-family adult or with a male minor.

14. PHYSICAL CUSTODY: The parties will be awarded joint physical custody of the minor child. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time with the Father will be pursuant to Utah Code 81-9-303, with an additional mid-week overnight on his weeks he does not have an alternate weekend. The Father elects Thursdays as his weekly mid-week overnight, and Wednesdays as his alternate mid-week overnight. The

parties will alternate weekends from Fridays after school to Monday mornings at school drop-off. See Utah Code 81-9-303 for other details.

15. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

16. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-303 summarized as follows:

Holiday	Holiday Time Period	DAD	MOM
	Utah Code 81-9-303		
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or	Even years	Odd years

	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.	Mom	Mom

	(2) Holiday ends on Mother's Day at 7 p.m.	Every Year	Every Year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad Every Year	Dad Every Year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends:	Odd years	Even years

	(a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at:	Even	Odd

	(a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	years	years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

17. Summer Parent Time: During the summer the parties will exercise parent time on a week-on/week-off basis with exchanges on Sundays at 6:00 pm. For remaining 2026 summer, the Father will have July 19-26, the Mother will have July 26-August 2, with school starting on August 3. The Father's first overnight will be Thursday, August 6, followed by his weekend August 7 to Monday August 10.

18. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or, if school is not in session, by the receiving parent at the residence of the sending parent. The "receiving parent" is the parent who is beginning parent time, and the "sending parent" is the parent whose parent time is ending.

19. Moves: If a party intends to relocate the children more than 150 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code 81-9-209.

20. Mutual Restraining Orders re Child:

a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.
- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the child.
- d. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.
- e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.
- f. Interrogation: Neither parent should question, interrogate or "pump," the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.

- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs 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.

21. CHILD SUPPORT: The Mother is employed and earns approximately \$6,587 per month. The Father is employed and earns approximately \$7,000 per month. Effective August 1, 2026, child support is awarded to the Mother from the Father in the amount of \$211 per month pursuant to the child support guidelines and the joint custody worksheet based on the approximate 200 overnights with the Mother and 165 overnight with the Father under this custody arrangement. Child support is due one-half by the 5th and one-half by the 20th of each month.

22. Childcare: Each party will pay for any work-related childcare expenses during his or her own parent time, without the right of reimbursement from the other.

23. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost should do so. Each parent shall share equally the actual out-of-pocket costs of the premium

actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary. If the child is covered by the insurance of both parties, each parent will pay for the cost of his or her own plan without reimbursement from the other. Each party shall separately be responsible for and pay any health insurance or costs not related to the child.

24. Medical Out-of-Pocket Costs of the Child: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

25. Division of Accounts. When a parent is arranging for and making payment for medical, school or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

26. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30)

days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

27. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

28. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

29. TAXES: Any income tax liability or tax refund received for the 2025 tax year has already been divided or consumed by the parties. The parties shall file separate tax returns for the 2026 tax year, and thereafter. Beginning for the 2026 tax year, the Mother will claim the minor child on her tax returns for the even-numbered tax years; and beginning for the 2027 tax year, the Father will claim the child on his returns for the odd-numbered tax years.

- a. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year.

b. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

30. **ALIMONY**: Neither party is awarded alimony, now and forever.

31. **REAL PROPERTY**: The parties acquired a home and real property located at 12283 S. Xander Lane, Herriman, Utah 84096. This property is under contract for sale and will remain for sale until sold.

a. Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

b. **Sale Proceeds**: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; (3) pay off the Chase Credit Card ending in account number **0571 of approximately \$8,600; and (4) the balance remaining thereafter to be divided equally between the parties. At closing and from Edwin's portion, Andrith will be paid \$1,750 as a property settlement on the vehicles.

c. **Pending Sale**: Pending the sale of the property, the parties will equally share the costs related to the marital home.

32. **VEHICLES**: Andrith is awarded the 2020 Mazda CX9 along with any associated debt, insurance, and expenses relating thereto. Edwin is awarded the 2020 Chevy Silverado along with any associated insurance, and expenses relating thereto.

33. **PERSONAL PROPERTY**:

- a. Edwin is awarded the freezer from the marital residence and will move it out prior to closing on the sale of the property.
- b. Andrith is awarded all other items still in the marital residence.
- c. All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of July 17, 2026.

34. **BANK ACCOUNTS**: There are no joint bank accounts. Each party is awarded any bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.

35. **BUSINESS**: The parties' business known as DEPA Contractors LLC has been closed, and the credit card debt is being paid off from the sale of the home. No other orders are needed relating to the business.

36. **DEBTS**: There are no known joint debts besides the home mortgage. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

37. **RETIREMENT ACCOUNTS:** Each party will retain his or her own 401k retirement accounts, free and clear of any claim of the other.
38. **Documentation Cooperation:** Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.
39. **Mediation:** Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly, and both parties will share the cost equally. If both parties agree, mediation may be utilized but will not be required for exigent circumstances or enforcement actions.
40. **Attorney Fees:** Each party will pay his or her respective attorney fees and costs incurred.
41. **Waiver of Discovery, Trial and Acceptability.** For all fully resolved issues above, the parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.
42. **Fair Settlement Disclosure:** After consultation with his or her own attorney, both parties agree that the terms herein are fair and reasonable; they agree to these terms voluntarily and of his or her own free will; and each does so free from any undue influence, threat, or duress.
43. **Miscellaneous Provisions:** The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pending between the parties, except and unless

specifically reserved herein. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

WHEREFORE, premises considered, Petitioner prays for Judgment against the Respondent as follows:

1. Petitioner should be awarded a Decree of Divorce from the Respondent consistent with the allegations and statements contained in said Petition for Divorce.
2. That each of the parties should pay their own attorney fees and court costs if this matter remains uncontested
3. For all such other and further relief as the Court may deem just and proper under the circumstances.

2. VOLUNTARY ENTRY:

- a. That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.
- b. That we are each voluntarily entering this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.
- c. That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

DATED August 7, 2026.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

/s/ Andrih Milagro Gutierrez (signed with permission)
Andrih Milagro Gutierrez
Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the
foregoing document will be submitted for signature at the expiration of seven days unless written
objection is filed within that time period.

DATED August 7, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Kevin G. Richards
Kevin G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the

following as outlined herein;

Daniel Heaps

☒ U.S. Mail
☐ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on August 7, 2026

/s/ Gaby Valdez
Paralegal