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IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of Erika Gallardo, Petitioner, and Elisha L Jones, Respondent.	DECREE OF DIVORCE Civil No. 254900051 DA Judge Chelsea Koch Commissioner Michelle Blomquist
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The above-entitled matter came on for mediation before Commissioner Luhn as part of the pro se assisted calendar on May 12, 2026. Petitioner, Erika Gallardo, (herein after referred to as “Erika” or “Petitioner”) personally appeared and was represented by Kent Cottam, Legal Aid Society of Salt Lake. Respondent, Elisha L Jones, (herein after referred to as “Elisha” or “Respondent”) personally appeared and was represented pro se. Erika has attended the Mandatory Divorce Education Course and said attendance has been waived for Elisha. The Commissioner received the verbal Stipulation of the parties which Stipulation was read into the

record. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Erika is hereby awarded a Decree of Divorce from Elisha, such to become final upon signature and entry herein.

2. Erika and Elisha are the legal parents of one minor child;
I.E.J., born December 22, 2014.

3. It is in the child's best interest that Erika Gallardo be awarded sole legal and sole physical custody.

Parent-time

4. Elisha should be awarded parent time as parties may agree or further Court order.

a. Parties should create Our Family Wizard accounts to communicate regarding their minor child.

b. Elisha should confirm there will be no violation of any protective order or other court order with this communication.

c. Elisha should seek to modify any protective order or other court order as needed for this communication.

d. Counsel for Petitioner will email fee waiver information to both parties for Our Family Wizard.

e. Parties should return to mediation upon completion of any probation or terms related to Elisha's criminal case.

5. If parties are unable to reach an agreement regarding parent time upon completion of any probation or terms related to Elisha's criminal case, either party may seek judicial review of parent time via motion.

Parent-time transfers

6. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Education plan

7. The school the children will attend is based on Erika Gallardo's home residence. Erika Gallardo has authority to check the children out of school. Erika Gallardo has access to the children during school.

Communication with the child

8. The parents agree they will:

- provide age-appropriate help to the child to communicate with the other parent.
- give the child privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the child and the other parent.

Travel by the Child

9. During their parent-time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If the child will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 30 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

10. A child care provider for the parties' minor child must be:

- A licensed child care provider.

Relocation of a parent

11. Neither parent may relocate with the minor children more than 60 miles from their current residence without a written agreement signed by the parties or further court order.

Income: Erika Gallardo

12. Erika Gallardo's gross monthly for child support purposes is \$3,120.00. Her base child support amount using the sole custody calculation is \$391.00 per month. She receives the following gross monthly income:

- a. Erika Gallardo is employed and earns \$18 per hour working a 40-hour a week job.

Income: Elisha L Jones

13. Elisha L Jones' gross monthly income for child support purposes is \$2,773.00. His base child support amount using the sole custody calculation is \$348.00 per month. He receives the following gross monthly income:

a. Elisha L Jones is employed and earns \$16 per hour working a 40-hour a week job.

Child Support

14. It is in the best interest of parties' minor child that Elisha L Jones be ordered to pay child support to Erika Gallardo, commencing March 1, 2026 as follows::

a. \$348.00 per month. This is consistent with Utah Uniform Child Support Guidelines.

15. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

16. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code 78B-12-202 et seq.). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

17. The above amount of child support will start the March 1, 2026. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

18. The sole custody worksheet was used to calculate child support.

- Erika Gallardo's base child support amount is \$391.00 per month.
- Elisha L Jones' base child support amount is \$348.00 per month. If physical custody of a child changes from what the court orders:
 - The parent owing support must pay the support amount to whomever has physical custody of the child.
 - The parent must pay the support amount without asking the court to modify the child support order.
 - This does not apply to temporary parent-time changes. (Utah Code 788-12-108).

Child support reduction for extended parent-time

19. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 788-12-216(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 788-12-216(1)(b)).

20. The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

21. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

22. The person ordered to receive child support can request mandatory income withholding (Utah Code 268-9 parts 3 and 4). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Unless ORS gives notice that payments should be sent elsewhere, child support payments will be sent to:

Office of Recovery Services PO Box 45011

Salt Lake City, Utah 84145-0011

23. Both parties should equally pay any ORS fees incurred for the collection of child support.

24. Any child support obligation arising prior to March 1, 2026, should continue as calculated by the Office of Recovery Services in the parties previously opened administrative case.

25. The parties must notify each other within 30 days of any change in their income.

Dependent children for tax purposes

26. Erika shall claim the parties' child as dependents/exemptions for tax purposes in EVEN numbered taxes years.

27. So long as Elisha is current with his child support obligations, Elisha shall claim the parties' child as dependents/exemptions for tax purposes in ODD numbered tax years. If Elisha is not current with his child support obligations, then Erika shall claim parties' minor child in ODD numbered tax years.

Child health care

28. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage.

29. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- Erika Gallardo's insurance will be primary coverage.
- Elisha L Jones's insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- Erika Gallardo spouse's insurance will be primary coverage.
- Elisha L Jones spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses

- 30. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.
 - a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
 - b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement - Office of Recovery Services (ORS)

31. Neither party has received or is receiving public assistance from the State of Utah.

Personal property

32. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Debts

33. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

34. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

35. Neither party will pay alimony.

Retirement money

36. The parties do not need a court order about retirement money.

Duty to sign documents

37. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

//END DOCUMENT//

In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.

Approved as to form:

/s/Elisha Jones

Elisha Jones, Respondent

Signed by Kent Cottam with permission of
Respondent given via email on 08/21/2026

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of August 2026, I caused a true and correct copy of the foregoing Decree of Divorce to be served via e-mail, as addressed, to:

Elisha Jones – e.jones.071291@gmail.com
Respondent

Erika Gallardo – email address on file
Petitioner

/s/ Kent Cottam

Kent Cottam,
Attorney for Petitioner