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**IN THE THIRD DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:	DECREE OF DIVORCE
YESENIA SANCHEZ MENCHACA, Petitioner,	
and	Case No. 264901990
JOEL SANCHEZ VALDEZ, Respondent.	Judge: Thaddeus Commissioner: Russell Minas

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code 81-4-406. Pursuant to the Stipulation and Property Settlement Agreement a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Yesenia Sanchez Menchaca is awarded a Decree of Divorce from Joel Sanchez Valdez on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. Petitioner is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.
3. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over both parties pursuant to Utah Code 81-44-02.

4. Petitioner and Respondent were married on August 14, 2009 in Salt Lake City, Utah, and are presently married. The parties separated on or about January 1, 2026 and do not currently reside together.

5. The parties have 3 minor children born as issue of their marriage, to wit: J.A.S.M., born March 5, 2010; A.S.M, born February 11, 2016; and N.A.S.M., born May 5, 2020.

6. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor children, and Utah has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

Provisions Relating to Grounds

7. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

8. This Petition is being filed as a Tier 4 case because it is a domestic matter and damages are unknown at this time

Provisions Relating to Minor Children

9. Neither party is receiving any public assistance for the benefit of the dependent children.

10. Pursuant to Utah Rule of Civil Procedure 100(a), the Petitioner states, upon information and belief, that there are no proceedings for custody, child support or parent-time, a protective order or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

11. The children are residents of Salt Lake County, State of Utah, and presently resides with the Petitioner.

12. Child Custody: The parties have historically shared the day-to-day responsibility for the care of the minor children. It is in the best interest of the minor children for the parties to share joint legal and joint physical custody. A parenting plan is included herein.

13. Regular Parent-Time: Parent-time shall be as the parties agree. If the parties do not agree, then parent-time shall be shared on a 50/50 basis. The Petitioner asserts that the statutory requirements of Utah Code 81-9-303 have been met to support the equal parent-time schedule. Regular parent-time shall be on a rotating two-week basis with parent-time exchanges occurring on Sunday evenings at 7:00 pm. This schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Mom	Mom	Mom	Mom	Mom	Mom	Mom
Wk2	Dad	Dad	Dad	Dad	Dad	Dad	Dad

14. Transportation: Wherever possible, parent-time exchanges shall occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation.

15. Drugs and Alcohol: The parties shall be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties shall be restrained from abusing alcohol while the minor children are in their care or immediately prior to parent-time.

- a. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing shall include, at a minimum, an observed 7 panel drug test, or a hair follicle test if no tests

within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it will be considered positive for illegal drugs. Such tests shall initially be at the expense of the requesting parent, subject to reallocation of costs described below.

b. The parent who submits to an observed 7 panel drug test, or hair follicle test, shall instruct the testing facility to release copies of the results to the requesting parent, and shall execute any release forms required by the testing facility to effectuate this release of results.

c. If the drug test comes back positive for illegal drugs or any un-prescribed prescription drugs, or elevated levels of prescription drugs above that prescribed, then the parent who failed the test shall immediately reimburse the requesting parent for the cost of the test.

d. If a party tests positive for illegal drugs, or non-prescribed drugs, or non-prescribed prescription drugs, or elevated levels of prescription drugs above that prescribed, or if a party consumes alcohol during parent-time or immediately prior to parent-time, the parties will return to court to readdress custody and parent-time on an expedited hearing or through a Temporary Restraining Order.

16. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

17. Address and Phone Number: The parties shall keep each other informed of their address and telephone number at all times.

18. Holidays and Extended Parent-Time: The holiday and summer parent-time visitation shall be as the parties agree, or if the parties cannot agree then holiday parent-time shall be consistent with Utah Code 81-9-302 with the Petitioner being designated as the custodial parent solely for purposes of calculating the holiday parent-time schedule. Pursuant to Utah Code 81-9-302, each party shall be awarded two weeks of uninterrupted parent-time during the summer months. The parties shall give each other at least thirty days advance notice of their choice of extended parent-time. In the event of a conflict, the Respondent shall have first choice of extended parent-time in all odd-numbered years, and Petitioner shall have first choice of extended parent-time in all even-numbered years.

19. Child Support: The Petitioner is employed by Holiday Inn Express and Suites. Petitioner's gross monthly income is \$2,500.00. The Respondent is employed by The Watershed Pub and Kitchen. The Respondent's gross monthly income is estimated to be \$3,416.00. The joint custody worksheet shall be used to calculate child support awarding Petitioner 183 overnights and Respondent 182 overnights. The Respondent shall be ordered to pay child support to Petitioner for the parties' children in the amount of \$50.00 per month in accordance with Utah Code 78B-12-203.

- a. The child support will be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah

Code 78A-6-801 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Respondent.

c. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

20. Medical Insurance Coverage: The party with the best coverage shall be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children. If at any time the children are covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and Respondent's plan shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the children shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before

January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or will have known of the change.

21. Medical Insurance Premiums: Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties.

22. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs health, optical, hospital, dental and other medical expenses for the parties' minor children shall provide written verification of the costs and payment of such health, optical, hospital, dental or other medical expenses to the other parent within thirty (30) days of payment, and the other parent will reimburse them within 30 days of receiving verification. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Utah Code 78B-12-212(8), (9).

23. Childcare: Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner.

a. The parties will provide written verification of the cost and identity of the childcare provider to the other party.

b. The parties will notify the other party of any change in the childcare provider or the monthly childcare expenses within thirty (30) calendar days from the date of the change.

24. Taxes: The parties agree that the Respondent shall have the right to claim all minor children as dependents for purposes of State and Federal income taxes for a period of three (3) consecutive tax years. During such three-year period, upon receipt of any tax refund attributable to claiming the minor children, the Respondent shall divide the portion of the refund related to the children equally between the parties, with each party receiving fifty percent (50%) of such proceeds.

25. After the conclusion of the three (3) year period, the Petitioner shall have the right to claim all minor children as dependents for purposes of State and Federal income taxes each year thereafter, provided that the Petitioner is current on his or her child support obligations as of December 31st of the applicable tax year.

26. Upon reasonable advance notice and request, each party shall cooperate and execute any necessary documentation to allow the other party to claim the minor children in accordance with this agreement.

27. Extra-curricular Activities: The parties shall discuss which extra-curricular activities the children shall participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on a children's involvement in any activity in writing.

28. Parenting Plan:

a. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place

b. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

c. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact.

d. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

e. Communication: Each party will communicate directly with the other and not through third persons. The children will never be used as a messengers. Communication will be respectful and at no time will it be sarcastic or derogatory. Communication will be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party will promptly notify the other.

f. Out of State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9 305(2).

g. Passports: The Respondent shall cooperate in good faith with the Petitioner in obtaining and maintaining passports for the minor children. This includes signing any necessary applications or documents required for issuance or renewal of the children's passports. Such cooperation shall not be unreasonably withheld or delayed. The parties shall coordinate in advance regarding international travel plans consistent with the notice requirements set forth above.

h. Relocation: The parties will follow the notice provisions of Utah Code 81-9-306.

i. Decision making: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical and dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- i. Identify the issue
- ii. Develop possible solutions
- iii. Choose the most sensible solution that considers the needs and interests of everyone involved

j. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where the child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the Petitioner will have the final say.

k. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

l. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

m. Implementation of Treatment: Each of the parties will facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

n. Mediation before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the court.

o. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

p. Corporal Punishment: The parties will refrain from using corporal punishment with the minor children, and shall keep third parties from doing so.

Provisions Relating to Debts and Obligations

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

29. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. *credit cards, utility bills*) incurred by that party after separation.

30. Pursuant to Utah Code 81-9-204 the parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

31. **Personal Property:** During the course of the marriage, the parties did not acquire any personal property subject to division, and each party shall retain all personal property currently in their possession.

32. **Secured Debt:** Each party being awarded property shall also be responsible for the debt associated therewith.

33. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties shall be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

34. **Personal Belongings:** Each party shall be awarded their own personal belongings.

35. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

36. All other personal property is subject to an equitable division.

Provisions Relating to Retirement Accounts

37. **Retirement Accounts:** Neither party has acquired a retirement or pension or profit-sharing account through their employment.

Provisions Relating to Real Property

38. **Real Property:** During marriage, the parties have not acquired any real property.

Miscellaneous Provisions

39. **Alimony:** Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.
40. **Restoration of Maiden Name:** The Petitioner's name shall be restored to Full Maiden name, if she so chooses.
41. **Attorney's Fees:** The Respondent shall be ordered to pay the Petitioner's attorney's fees and costs.
42. **Delivery of Documents:** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.
43. The court shall grant such other and further relief as it may deem just and appropriate in this matter.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

//s// Joel Sanchez Valdez

Joel Sanchez Valdez, pro se

Electronically signed by Orlando Luna

with permission from Joel Sanchez Valdez ("Respondent") on April 24, 2026.

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

JOEL SANCHEZ VALDEZ: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Yesenia Sanchez Menchaca counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Joel Sanchez Valdez, pro se
sanchezalec0216@icloud.com
Respondent, Pro Se

[ELECTRONIC]

/s/ Orlando Luna
Orlando Luna, Esq.
Attorney for Petitioner