The Order of the Court is stated below:
Dated: October 05, 2026 12:50:56 PM **/s/** MATTHEW J HANSEN
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

In the matter of the children of **PEDRO CARDIEL** **and** **ESPERANZA GUERECA**	**DECREE OF PARENTAGE** **Case No.: 254901573** **Judge: Matthew Hansen** **Commissioner: Brandon Richards** **Tier 4**

Petitioner [“Pedro Cardiel”] having filed a Petition for Parentage against the Respondent [“Esperanza Guereca”] and having been properly served; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues 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. JURISDICTION: That the Petitioner was an actual and bona fide resident of WEBER County, State of Utah for the three months preceding the filing of this action in accordance with Utah Code §81-4-203.

2. MARRIAGE: That the parties have never been married.

3. CHILD: As a result of the parties' relationship one minor child was born to the parties, namely: A.C.G, born June 10, 2025.

4. PATERNITY: The Petitioner, Pedro Cardiel, is the natural and biological father and the Respondent, Esperanza Guereca, is the natural and biological mother of the parties' minor child.

PROVISIONS RELATING TO THE UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13-101 *et seq.* in that:

a. Utah is the home state of the minor child at the commencement of this proceeding.

b. Pursuant to Utah Code Annotated §78B-13-209, said minor child currently resides in Weber County, Utah.

c. The parties have not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent time with the child.

d. The parties have no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

e. The parties do not know of any person, not a party to these proceedings who has physical custody of the child or who claims rights of legal custody or physical custody of, child support, or visitation/parent time rights with respect to the child.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

6. Legal Custody: The parties should be awarded joint legal custody of the minor child, subject to the decision-making process outlined in the parenting plan below.

7. Physical Custody and Parent Time: The parties should be awarded joint physical custody of the minor child, until the child turns three (3) years old Pedro will have parent-time as the parties agree, if they cannot agree then according to Utah Code Ann. §81-9-304.

a. Upon the turning three (3) years old Pedro will have parent-time according to Utah Code Ann. §81-9-303, using the following schedule:

Week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Mom	Mom	Mom	Dad	Mom	Mom	Mom
2	Mom	Mom	Mom	Dad	Dad	Dad	Dad

b. Upon the child turning four (4), the parties will participate in mediation to discuss equal parent-time according to Utah Code Ann. §81-9-305.

8. Pickup and Delivery for Parent Time: Both pick-up and drop off shall be as the parties agree. Pickups should be made by the parent commencing their parent-time. Third parties are allowed to pick up the child so long as the parent will be exercising his/her parent-time shortly after pick-up.

9. Summer/Extended Parent Time: The parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-303 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party by May 1, with Pedro choosing first on odd years and Esperanza shall choose first on even years.

10. Holidays: The parties will continue to exercise holiday parent time as they agree,

or pursuant to Utah Code Ann. §81-9-303 if they cannot agree, with Esperanza being designated as the custodial parent on the schedule. Holiday time shall supersede the usual parent-time schedule.

11.Relocation: If either of the parties intends to relocate more than 50 miles from the other, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

PARENTING PLAN

12. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann. §81-9-303 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 are suggested to govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

1. Decision-Making: Day-to-day decisions involving the child shall be made by the parent with whom the child is then located. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If they are unable to come to an agreement they should then discuss the matter with relevant professionals in the area of decision, such as a doctor, counselor, etc. If after discussion with a relevant professional the parties are still unable to come to a joint decision the parties should attend mediation to try and resolve the issue. If, after mediation, the parties are still unable to agree then Esperanza shall have the presumptive decision-making authority. If

Pedro believes the decision made is harmful to the child, he may bring the issue before the Court.

13. **School:** The child shall attend school where the parties agree. If they cannot agree the child will attend school based upon Mom's residence. The parties shall have access to the child during school and authority to check the child out of school. A third party may pick up the minor child from school if designated by either party. The minor child shall attend school absent extenuating circumstances, medical appointments, sickness, or as otherwise agreed by the parties.

14. **Notice of Events:** The parties will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents are entitled to attend and participate fully.

15. **Access to Records:** Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

16. **Travel:** In the event the parties vacation away from their home, the parent exercising parent-time with the child should provide, as soon as reasonably possible, but not less than 7 days to the other parent the following prior to leaving for vacation with the minor child:

a. An itinerary of travel dates;

b. Destinations, including an exact address where the child will be staying and a phone number where they can be reached (for example, if they are staying at a hotel or at the home of a family member or friend);

c. Places where the minor child or traveling party can be reached.

i. Passports: Both parties should facilitate in a timely manner in obtaining passports for the minor child upon written agreement between the parties for any out-of-the-country trips the minor child takes with either parent.

ii. The minor child should not leave the United States without express written permission from both parties, and permission shall not be unreasonably withheld.

17. Notice Regarding Illnesses: The parties should notify one another of any illness that the child has while in their home for parenting time. They will also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.

18. Sharing of Information: The parties should use their best efforts to communicate and share information with each other regarding the child.

19. Reasonable Contact: Each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child. Each party shall have uncensored, reasonable virtual time with the minor child.

20. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

21. Right of Refusal: The parties agree that parental care is preferred to surrogate care. Should a party be away from the child overnight on his/her parent-time, the other parent will have the right to care for the child during that time. The parent who will be away

from the child overnight will give notice to the other parent upon knowing he/she will need someone to watch the child overnight.

22. **Communication**: Communication between the parties should be in writing

PROVISIONS RELATING TO SUPPORT PAYMENTS

23. Pedro is employed and earns $6,866 per month in gross income for purposes of calculating child support.

24. Esperanza is employed and earns $2,773 per month in gross income for purposes of calculating child support.

25. Pursuant to Utah Code Ann. §81-6-202, Pedro should pay child support to Esperanza for in the amount of $719 per month for one (1) minor child until the child reaches the age of three (3) years old. Upon the child turning three (3), child support will be modified to $533 pursuant to a joint custody worksheet with Esparanza having 220 nights and Pedro having 145 nights. This amount should be paid to support the minor child pursuant to the Uniform Child Support Guidelines until said child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

a. Pedro may split his child support into two monthly payments if desired.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

26. The child is currently covered under Pedro's insurance and he should maintain her on his insurance so long as it is available to him. The parties agree to follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor child. Each party will be responsible for one-half (1/2) of the out-of-pocket medical/vision/dental

insurance premiums.

27. The parties should each pay one-half (½) of any out-of-pocket medical expenses incurred on behalf of the minor child, including medical, dental, orthodontic, vision, and agreed to therapy costs.

PROVISIONS RELATING TO CHILD CARE EXPENSES

28. The parties should follow the provisions of Utah Code Ann. §81-6-209. Each party should be responsible for one-half (½) of any work-related childcare expenses for the minor child.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

29. The parties should equally share the extracurricular activity and education expenses of the minor child to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

30. The parties should allow the child to attend extracurricular activities even if it is on the parent-time day of the other party.

PROVISIONS RELATING TO TAX CREDIT

31. The parties agree to claim the minor child for federal and state tax purposes as follows: Pedro shall claim the minor child on his taxes on even-numbered tax years, and Esperanza shall claim the minor child on her taxes on odd-numbered tax years.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

32. The parties should be subject to the following Mutual Restraining Order:

a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to,

speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

c. Both parties are restrained from discussing custody issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section, 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.

g. Both parties agree to only communicate electronically (text, email, or co-parenting app) with each other about issues related to the child.

h. Both parties shall keep the other party informed regarding their current physical

address, phone number and email address.

ATTORNEY'S FEES

33. Each party should pay their own attorney's fees.

****** 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/ Daniel Heaps
Daniel Heaps
Stowell Crayk, PLLC
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South Salt Lake, UT 84115
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(801) 944-3459
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rule 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 September 28, 2026.

RICHARDS & RICHARDS LAW FIRM,

/s/Jaime G. Richards
Jaime 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 Stowell Crayk, PLLC 2225 S State St South Salt Lake, UT 84115 daniel@lawscb.com (801) 944-3459	[ ] U.S. Mail [x] E-Mail [ ] Hand delivery [x] E-Filed

The foregoing was performed on September 28, 2026.

/s/ Taeler Love
Paralegal