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**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of:

ABRAHAM ORTEGA
Petitioner,

and

TRACILYN ORTEGA,
Respondent.

DECREE OF DIVORCE

Case No.: 244403411

Judge Kacey Wright
Commissioner Marian Ito

This matter comes before the Court for entry of a Decree of Divorce. The Court, having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are hereby awarded a Decree of Divorce, said Decree to be absolute and final upon entry by the Court in the Register of Actions.

1. Residency. Both parties are bona fide residents of Utah County, State of Utah and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics. The parties were married on March 18, 1995, and are presently married. The parties separated on or about May 2019.

3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
4. General Jurisdiction. This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).
5. Personal Jurisdiction. This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
6. Venue. Venue is proper in this Court, pursuant to Utah Code §78B-15-605.
7. Mutual Restraining Order.
 - a. Both parties are mutually restrained from harassing, intimidating, threatening, assaulting, or otherwise disturbing the peace of the other party. The parties shall not engage in conduct intended to annoy, alarm, or cause emotional distress to the other party, including excessive or abusive communications.
 - b. The parties shall conduct themselves in a civil and respectful manner toward one another and shall avoid direct contact except as reasonably necessary to effectuate the terms of this Decree or as otherwise agreed by the parties in writing. This includes unreasonable contact between parent and child during the other parent's parenting time.
 - c. Both parties are mutually restrained from posting on any social media platforms negative or derogatory comments about the other party.
 - d. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

8. Real Property. The parties acquired a marital home during the course of the marriage, located at 869 South 950 West, Provo, Utah. Traci is temporarily awarded exclusive possession of the marital home until the home is sold. Traci shall be responsible for all monthly expenses related to the marital home and shall maintain the home in good condition for the purpose of its sale. Abraham shall have the right to conduct routine inspections of the marital home every 3 months until the home is sold.

- a. The home shall be listed for sale with a mutually agreed-upon real estate agent. Traci shall select a professional realtor within one year of the date of this Stipulation and provide Abraham with the name of the proposed realtor. If Traci does not provide a name of a realtor within this time frame, Abraham may select a realtor.
- b. The parties shall cooperate in the sale of the home and shall take the advice of the realtor in regard to repairs, pricing, and other recommendations.
- c. When the home is sold, the proceeds will be used as follows:
 - i. First to pay off the cost of sale;
 - ii. The parties shall then split equally any remaining equity and shall be equally responsible for any deficiency;
 - iii. Abraham shall reimburse Traci from his portion of the equity, in the amount of \$20,000 for her contribution to the mortgage principal from her retirement withdrawal, within thirty (30) days of the sale of the home.

iv. Traci shall reimburse Abraham for her portion of the cost of mediation with Sandra Dredge held on March 6, 2026, in the amount of \$812.50 within thirty (30) days of the sale of the home.

9. Personal Property. Each party is awarded all personal property in his or her possession except as otherwise provided by the following:

Item:	Awarded To:
1998 Chevy	Traci
2014 Dodge Charger	Traci
Honda 600 Motorcycle	Traci
2015 Ford F-150	Abraham
Mower/toro	Traci
Utility Trailer	Traci
Personal identifying documents including birth certificates, social security, etc.	Each their own

a. The parties shall cooperate in transferring the titles to the vehicles awarded to each party pursuant to this agreement. Each party shall execute any documents and take any actions reasonably necessary to complete the transfer of the titles to the appropriate party within thirty (30) days of the entry of this Stipulation.

10. Business Property. During the marriage, the parties started and operated a business named OR Lawncare and Janitorial Services LLC (“the business”). Traci is awarded all right, title, and interest in and to the business, free and clear of any claim by Abraham.

11. Financial Accounts. The parties do not have joint financial bank accounts requiring division.

12. Debts. The parties shall be responsible for their own debts in their own names.

Debt:	Approx Balance:	Responsibility of:
Chase Credit Card account ending in *9122	\$ Balance	Traci
Synchrony Credit Card account ending in *1328	\$ Balance	Traci
Synchrony Credit Card account ending in *5937	\$ Balance	Traci
Credit Card account ending in *5407	\$ Balance	Traci
U.S. Bank Credit Card account ending in *4483	\$ Balance	Traci
Credit Card account ending in *6983	\$ Balance	Traci
Capitol One Credit Card	\$ Balance	Traci
Wells Fargo Credit Card account ending in *2236	\$ Balance	Traci
Mountain American Credit Union WL Signature Loan	\$ Balance	Abraham
Credit Card	\$ Balance	Abraham

a. Reimbursements.

i. Traci shall provide Abraham with proof of payment for the on-site treatment plan for the minor child. Upon receipt, Abraham shall reimburse for up to half the cost for the on-site treatment costs for the minor child. If Traci paid more than half the cost of this payment and provides proof of payment, Abraham shall reimburse his portion paid by Traci.

ii. Traci shall provide Abraham with proof of payment for the vehicle for the minor child. Upon receipt of the vehicle, Abraham shall reimburse Traci for up to one-half of the total cost of the vehicle provided for the parties' minor child. If Traci paid more than half the cost of this payment and provides proof of payment, Abraham shall reimburse his portion paid by Traci.

b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

- c. Each party shall be responsible for his or her own debts acquired since the date of separation.
- d. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
13. Alimony. Abraham shall pay Traci alimony in the amount of \$500 per month for twelve (12) months beginning April 1, 2026. Alimony shall automatically terminate if Traci cohabits or remarries or if either party dies. The alimony is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit.
14. Retirement. Each party is awarded his or her own retirement and pension accounts. Abraham shall reimburse Traci \$20,000 for her retirement from his portion of the equity of the home pursuant to paragraph 5(c)(iii) of this document.
15. Property Taxes. The parties owe approximately \$2,300 in property taxes. Once each party receives a statement of what is owed and verifies the amount, each party shall be responsible for paying one-half of this amount. Traci shall deliver the check she received as a reimbursement for overpayment for mortgage payments in the amount of \$1,931 and any other necessary paperwork to Abraham's attorney's office. Within seven (7) days of the delivery of the check, Abraham shall endorse the check and required document and return it to Traci via certified mail. Once \$1,150 of this check for Traci's

portion of the required amount due for property taxes has been applied to the property taxes owed, Abraham shall pay the remaining amount of \$1,150 for his portion of the property taxes owed.

16. Taxes. The parties shall be responsible for filing their own state and Federal taxes for 2023-2025. The parties shall cooperate in exchanging the appropriate documents necessary to file their taxes.

17. Maiden Name. Traci may continue using the name of Tracilyn Ortega.

18. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.

19. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.

20. Jurisdiction. The parties acknowledge jurisdiction of this court and grounds and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.

21. Full Disclosure. Each party warrants to the other that there has been a complete, accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

22. Execution of Final Documents. A final Decree of Divorce may be entered reflecting the terms of the Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

THE ABOVE COMPLETES THE ORDER OF THE COURT. SEAL AND SIGNATURE OF
THE COURT APPEAR AT THE TOP OF THE FIRST PAGE OF THE ORDER

Approved as to form:
With the permission of:

/s/ Juan Carlos Gutierrez
JUAN GUTIERREZ
Attorney for Petitioner