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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:

DECREE OF DIVORCE

ROSA CERDA,
Petitioner

Case No.: 244403292
Judge: Kasey Wright
Commissioner: Marla Snow

And,

**JULIO ADRIAN VILLALOBOS
MORALES,**
Respondent.

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The parties are granted a divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance of the marriage impossible.

PROVISIONS REGARDING PARTIES' CHILDREN

2. There are no minor children born as issue of this marriage.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

3. Parties shall abide by the following mutual restraining orders:

- A. Parties shall not harass or threaten each other.

- B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

PROVISIONS REGARDING TAXES

4. The parties will file their 2025 federal and state income tax returns separately.

5. Julio shall be solely responsible for any tax debt arising from any tax years during the marriage. Likewise, Julio shall also be awarded any tax refunds issued for those same years.

PROVISION REGARDING LIFE INSURANCE

6. Julio shall continue to maintain his current life insurance policy on his life, in its existing face amount, so long as such is available at reasonable cost or through his employer. He will designate the parties' three daughters as sole and equal beneficiaries of said policy.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

7. During the course of the marriage, the Parties acquired certain debts and obligations, including two debts secured by liens against the marital home. The parties acknowledge that nothing in this agreement alters the creditors' rights or claim against the home. To the extent any portion of the debts secured by the marital home remains unsatisfied (either before or after the sale), the parties agree that the responsibility for any such remaining balances

shall be allocated as indicated in the table below. The party assigned responsibility for a particular debt secured against the house, shall be obligated to make all required payments on that debt until the home is sold. Upon the sale of the home, any remaining balance not satisfied from the sale proceeds shall be the sole responsibility of the party assigned the debt. The party assigned the debt shall hold the other party completely harmless therefrom. Other debts incurred by the parties are also included in the table and shall be divided as follows:

DESCRIPTION	APPROXIMATE AMOUNT	RESPONSIBLE PARTY:
Trust Deed Note Debt to Samuel Lara de Mora	Unknown (original of \$400,000.00)	Julio
Mountain America Credit Union Debt (Signature Loan)	\$3,285	Julio
Debt to Cervando and Blanca Rojas	Unknown (original amount of \$350,000.00)	Julio
Debt to Herlindo Martinez	\$150,000	Julio
Debt to Amelia Jimenez	\$90,000	Julio
Debt to Rosalia Hernandez	\$30,000	Julio
American Express	Unknown (original \$14,733.63)	Julio
Debt to Aurora Serrano	\$19,500.00	Rosa
Any IRS Tax Debt	Unknown (original \$98,000)	Julio
Utah Tax Debt	\$5,600	Julio
Any Debts Taken Out by Julio, including those secured by the marital home, that are not satisfied by the proceeds of the sale of the home	Unknown	Julio
Any Debt taken out by Rosa	Unknown	Rosa

A. Julio affirms that to the best of his knowledge, the debts to Samuel Lara, Cervando (and Blanca) Rojas and Herlindo Martinez are the only debts that encumber or implicate the marital home. Julio shall make all minimum payments on a timely basis each month on such debts until they are paid in full, with the understanding that the debts are interest-only obligations, and that

minimum monthly payments will not reduce the principal balance owed. Julio shall indemnify and hold Rosa harmless from any liability related to these debts.

- i. \$400,000 – Debt to Samuel Lara
 - ii. \$350,000—Debt to Cervando and Blanco Rojas
 - iii. \$150,000 Debt to Herlindo Martinez
- B. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.
- C. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.
- D. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.
- E. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.
- F. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY AND ACCOUNTS

- 8. During the course of the marriage relationship, the Parties have acquired certain items of personal property. The personal property shall be divided as follows:
 - A. The Parties shall be awarded their vehicles as follows:

(1) Rosa shall be awarded the 2022 Audi Q7. The vehicle is currently subject to a loan in Julio's name. Julio will be solely responsible for all ongoing timely monthly payments associated with the vehicle until paid in full.

(2) Julio shall be awarded the 2019 Ford F-150, and BMW X5 free and clear of any claim from Rosa. The Ford F-150 is subject to a loan in Julio's name. Julio shall be responsible for all ongoing monthly payments for the vehicle until it is paid off.

(3) Julio shall be awarded the Volkswagen Bug. The value of the Bug is \$5,000. Julio will pay Rosa \$2,500 as her one-half share of the vehicle's value, within 60 days of the entry of the decree.

(4) Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable.

B. Julio shall be awarded the EGO-180 snow machine and the basketball hoop, which he may pick up at any time convenient for him.

C. Each party shall be awarded his/her separate bank accounts. The parties have a joint account at Mountain America Credit Union with minimal funds. The parties will close said account within 10 days from the entry of the decree of divorce.

D. Julio shall continue to be responsible for paying Rosa's health insurance premiums, deductible, co-insurance, and all other out of pocket medical expenses, until the Decree of Divorce is signed. In addition, any outstanding medical or hospital bills incurred during the marriage, including but not limited to the period from November 2025 through January 2026, shall be the sole responsibility of Julio. This includes any balances, charges, or debts resulting

from the lack of medical insurance coverage during that time. The Parties shall use the HSA account to pay any outstanding healthcare expenses incurred through the date the Decree of Divorce is signed. After all such expenses have been paid, any remaining HSA funds shall be divided equally between the parties. Julio shall provide a balance statement on the HSA account showing the balance on the date of the signing of the stipulation.

E. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

F. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

G. The remaining personal property shall be divided as Parties have already divided it, except as otherwise outlined herein.

H. Rosa shall be awarded the burial plot to the North of the Parties' son, Isaac. Julio is awarded the other burial plot.

PROVISIONS REGARDING REAL PROPERTY

9. During the course of the marriage, the Parties acquired real property ("Marital Home") located at 685 Strawberry Road, Salem, UT 84573, legal description: LOT 66, PLAT H, HARVEST RIDGE P.U.D. SUB AREA 0.344 AC. The Parties acknowledge that the property is encumbered by a mortgage and by additional debts listed in the "Debt Section," which are secured by liens against the home and collectively approach or exceed the full value of the property.

A. Initial Possession Period (First 5 years). Rosa shall be awarded possession of the Marital Home for 5 years from the entry of the Decree of Divorce, unless one of the following occurs sooner:

- a) Rosa's remarriage;
- b) A Court finding of Rosa's cohabitation with a romantic partner; or
- c) Rosa's death.

During this initial possession period, Julio shall timely pay the monthly mortgage (currently \$3,800 per month), including taxes, insurance, and any increases thereto. These payments shall be made directly to the lenders.

Julio shall remain on the title and mortgage for the home, and Julio will continue to pay the monthly home mortgage (currently \$3,800 per month), which includes property taxes, and insurance, any increases to such. During this initial 5-year possession period, Julio shall provide Rosa with proof each month that the mortgage obligations have been paid. Said proof must be provided to Rosa by the 2nd day of the month following the payment. In addition, Julio will continue to pay the minimum payment on all other debts associated with the real property, including, payments on debts owed to Samuel Lara, Cervando Rojas and Herlindo Martinez. These payments shall be made directly to the lenders. Within sixty (60) days following the execution of the Stipulation, Julio shall provide Rosa the most recent mortgage statement for the marital residence.

B. Second Possession Period (Next 5 years). Upon the passage of 5 years, or upon the earliest occurrence of any event in subsection A, Rosa may continue to reside in the Marital Home for an additional five (5) years. During this second possession period, Rosa shall be responsible for paying \$1,500 per month towards the monthly mortgage obligation, and Julio

will be responsible for paying the remaining obligations on the home which includes property taxes, and insurance, any increases to such. During this second possession period, Julio shall provide Rosa with proof each month that the mortgage obligations have been paid. Said proof must be provided to Rosa by the 2nd day of the month following the payment. In addition, Julio shall be responsible for paying the other debts associated with the real property, including, payments on debts owed to Samuel Lara, Cervando Rojas, and Herlindo Martinez

C. Refinance Option During Second Possession Period. During the second 5-year period, Rosa, or a qualified third party on her behalf, shall have the right to refinance the home, subject to the existing liens. If Rosa successfully refinances the home, and removes Julio from liability thereon, the Marital Home shall thereafter be awarded to Rosa outright, subject to the debts secured against it.

D. Sale if Refinance Does not Occur. If Rosa does not refinance the Marital Home by the end of the second 5-year period, the property shall be listed for sale.

E. Terms of Sale and Distribution of Proceeds. Once the home is required to be sold, it shall be listed at fair market value. The sale proceeds shall be distributed in the following order:

- i. First, payment of the costs and expenses of sale;
- ii. Second, payment of any outstanding mortgage balances;
- iii. Third, satisfaction of all liens secured against the property;
- iv. Finally, any remaining net proceeds shall be awarded to Rosa.
- v. Julio shall be awarded any debts associated with the home if there are not sufficient proceeds to pay for them in full.

F. Distribution in the Event of Rosa's Death. If Rosa dies before the home is refinanced or sold, then the home shall be sold as per the prior paragraph, the net equity remaining after

payment of sale expenses, mortgage balances, and liens shall be distributed in equal shares to the Parties' three daughters.

G. Title and Mortgage Liability. Julio shall remain on the title and mortgage of the home until the Marital Home is refinanced or sold as described above.

H. Additional Property-Related Responsibilities. Julio shall pay to have the exterior doors painted, weeding for a year, and the HOA fee through 2026. Julio shall also ensure all utility bills and monthly debts on the home are paid through the month the Decree enters, so Rosa may take over utility payments the first full month after the entry of the Decree and going forward.

10. Julio asserts that he has no ownership interest in the real property located at 407 W 250 S, Spanish Fork, UT, legal description: LOT 34, PLAT A, SPANISH TRAILS SUBDV. AREA 0.145 AC. However, to the extent that Julio may have any legal or equitable interest in said property, such interest shall be awarded to Julio, free and clear of any claim by Rosa.

PROVISIONS REGARDING ALIMONY

11. Julio shall be ordered to pay Rosa alimony of \$6,500 per month for a period of ten (10) years, commencing the first full month following entry of the Decree of Divorce. Alimony shall continue until the earliest of the following events: a) the death of either party; b) Rosa's remarriage; or c) a Court finding of Rosa's cohabitation with another person, as defined under Utah law. Alimony will be paid as follows:

A. Julio shall pay alimony in two equal monthly installments, with payments due on the 5th and the 20th of each month.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

12. Julio has acquired interest in defined contribution plans or defined benefit plans.

A. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall equally divide the marital share of those plans, or Rosa shall receive \$5,000, whichever is greater. Marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, the Party who accrued the non-marital shares of those plans shall be awarded 100% of those non-marital shares. Non-marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

B. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the Woodward formula found in Woodward v. Woodward, 656 P.2d 431 (Utah 1982).

C. The parties shall cooperate in providing the documentation and all steps necessary to divide the plan(s) or pay Rosa her \$5,000, whichever is greater. Instead of dividing the retirement account(s) through a QDRO, Julio shall pay Rosa the greater of \$5,000 or fifty percent (50%) of the amount of the account(s). This payment shall be calculated based on the value of the account(s) as of the date of the Final Decree. The payment shall be made within six (6) months of the entry of the Decree.

PROVISIONS REGARDING BUSINESS INTERESTS

13. Rosa shall be awarded 2 Country Sisters, LLC, along with its bank accounts, debts, and liabilities without claim by Julio. There is no meaningful income or value associated with this business. Rosa asserts that there are no debts or taxes owed for this business. To the extent there are, she shall hold Julio harmless therefrom.

14. Julio does not currently operate any viable business entities. To the extent that any business entities created by Julio during the marriage still exist, such entities are in name only, have no ongoing operations, and possess no material value. Julio shall be solely responsible for taking all necessary steps to dissolve or maintain such entities as he deems appropriate and shall remove Rosa's name from any legal or business documentation, if applicable. Rosa agrees to sign any documents necessary to facilitate the removal of her name. Julio shall hold Rosa harmless from any and all debts, obligations, or liabilities associated with such entities, whether known or unknown.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

15. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in this case as well as all fees and costs in the efficient completion of the case. A party found to have violated the agreement or order of the Court shall be ordered to pay all of the non-violating party's attorney fees and costs.

II. OTHER.

16. Rosa's Dental Work. Julio shall pay for Rosa's braces and two implants. Julio shall pay the equivalent of \$700 a month for 24 months to cover the cost of braces and two implants and crowns. This payment shall be made directly to the dental provider, and Julio shall provide proof of payment each month. In the event that Rosa decides not to proceed with the dental implants, Julio's obligation to pay for the dental work shall become null and void. Neither Rosa, nor anyone acting on her behalf, shall have any claim or right to seek payment for dental work that has not been performed.

17. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

18. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

19. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

20. Parties each indicate 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.

--END OF DOCUMENT--

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.

Approved as to form:

/s/ Yaiko Carranza

YAIKO CARRANZA

Attorney for Respondent

Mr. Carranza electronically approved this document on April 8, 2026.

CERTIFICATE OF DELIVERY

I hereby certify that on the 7th day of April 2026, I caused to be delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

YAIKO CARRANZA Attorney for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Filing E-Mail
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/s/ Danielle Hawkes