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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH – PROVO DEPARMENT

In the matter of the marriage of:

ESMERALDA GONGORA,

and

GIOVANI GONGORA.

DECREE OF DIVORCE

Civil No.: 244401218
Commissioner: Marian Ito
Judge: Thomas Low

BASED UPON the *Findings of Fact and Conclusions of Law* filed herewith, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. That the parties are hereby awarded a Decree of Divorce, said Decree is to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Clerk.

GROUND AND JURISDICTION

2. Jurisdiction. Mother is a bona fide resident of Utah County, Utah and has been for three (3) months prior to the filing of this action.
3. Marriage Statistics. Mother and Father were married on August 14, 1993, in Salt Lake City, Salt Lake County, State of Utah and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

ALIMONY

5. Alimony. Esmeralda shall be awarded a sum of \$800 per month as alimony from Giovanni, commencing October 20, 2025, and continuing for an additional 8 years and 2 months. Alimony terminates at the death of either party, Esmeralda's remarriage, or cohabitation with another person, whichever occurs first. Giovanni will pay \$400 for the month of October. Said support is payable one-half on the 5th and one-half on the 20th day of each month

REAL PROPERTY

6. Real Property During the course of the marriage, the parties acquired the following real properties:
- a. Provo property. The Provo property is located at 1457 E. 330 N. Provo, UT 84606; legal description: LOT 55, PLAT A, FOOTHILL PARK SUBDV. AREA 0.262 AC.
 - i. The parties agree to have the home appraised by an appraiser that is mutually agreed upon by the parties.
 - ii. That appraisal will determine the value of the home.
 - iii. The parties' equity will be determined by taking the difference of the appraised value and the amount owing on the Mortgage.

iv. If Giovanni has the ability, he may refinance the home and will pay to Esmeralda $\frac{1}{2}$ the value as determined above.

v. Payment will be made within 5 months of the completion of the appraisal.

vi. If payment is not made within 5 months of the appraisal, the home will be listed for sale and all proceeds divided equally based on the HELOC payoff amount at the time of the sale and the actual sale amount.

b. Spanish Fork Property. The Spanish Fork property is located at 1357 S. 2900 E., Spanish Fork, UT 84660; legal description: LOT 36, PLAT B, RED PINE ESTATES SUBDV. AREA 0.223 AC. The home shall be listed for sale with Gabriel Perez, or another mutually agreed upon realtor immediately and divided as follows:

- i. The Spanish Fork house will be listed at \$500,000 initially and will adjust the price as recommended by the realtor and with written agreement.
- ii. Pay all amounts owing on the home (HELOC).
- iii. Pay all amounts associated with the sale of the home.
- iv. Divided equally between the parties.
- v. If there is any dispute on the list price, or terms of the sale, they will be determined by following the advice of the listing agent.

DEBTS

7. Debts. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
UCCU Car Loan Account Ending – 6291 (Infinity QX80)	\$35,768.73	Split 50/50, Giovanni will sell at market value and shortfall will be paid out 1/2 each from the sale of SF home
Zions Bank HELOC Account Ending -6291 Part 1	Balance	Paid with sale of associated property
Chase Bank: Marriot CC	\$18,000	Giovani
Chase Bank (Slate)	\$7,231	Esmeralda
Chae Bank (Slate)	\$3,217	Esmeralda
American Express	\$10,001	Giovani
Capitol One: Cabelas	\$18,719	Giovani
Citi Bank: Costco CC	\$7,964	Giovani
Wells Fargo	\$1,871	Giovani
RC Willey	Balance	Shared to be paid from balance from sale of SF home
Sams Club Master Care	\$2,677	Esmeralda
TJ Max Mastercard	\$911	Esmeralda
JC Penny	\$598	Esmeralda
Amazon Prime	\$1,573	Esmeralda
Barcleys Bank	\$838	Esmeralda
Barcleys Bank	\$2,300	Esmerald will pay this amount from her proceeds of the SF home.
Citi Bank	\$3,514	Esmeralda
Apple Pay	\$4,406	Esmeralda
Ulta Mastercard	\$881	Esmeralda
Walmart Card	\$314	Esmeralda
Kohl's Card	\$843	Esmeralda
Macy's Credit Card	\$1,510	Esmeralda
Discover Card	\$6342	Esmeralda
Credit One Visa	\$0	Esmeralda
Paypal Mastercard	\$3,074	Esmeralda
Paypal Credit	\$2,767	Esmeralda

- a. Neither party will incur any additional liability on joint credit cards or any joint accounts.
- b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred.
- c. Creditors. 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.
- d. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- e. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
- f. During the pendency of this action, Esmeralda incurred costs for their minor child. Giovanni will reimburse Esmeralda \$240.00 for those costs.

PROPERTY

8. Personal Property. During the course of the marriage relationship, the parties acquired certain personal property. It shall be divided as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2018 Infinity QX80	Sell and pay debt as described above
2013 Nissan Maxima	Son
2010 Nissan Titan	Giovani
2004 Honda Odyssey	Giovani
1957 Jeep	Daughter
Snowmobiles with Trailer	Giovani
Guns (rifles, shotguns, handguns) and Ammo	Giovani
Piano	Esmeralda
	Esmeralda
Esmeralda's personal belongings, jewelry and effects,	Esmeralda
Giovani's personal belongings, jewelry and effects	Giovani
All other property, including but not limited to: Furniture in the kitchen, family room and living room Washer and Dryer, bedroom furniture both refrigerators both freezers	To be divided as agreed, if they cannot agree will attend mediation to divide.

a. Each party shall cooperate to sign any necessary documents to transfer the title into the name of the party to whom the vehicle is awarded within seven (7) days of the signing of the Stipulation.

b. Each party shall assume any and all debt associated with the items awarded to them herein and hold the other party harmless therefrom.

9. Parties will work together to divide the remaining property currently in the marital home. If the parties cannot agree, the parties will return to mediation without attorneys to resolve the issues of personal property.
10. Medical Expenses. Giovani will pay \$240.00 of the outstanding medical expenses incurred on behalf of the parties' daughter. Esmeralda will provide receipts of the expenses that she paid which entitle her to up to the \$240.00.
11. Checking and Saving Accounts. During the marriage the parties acquired various bank and financial accounts. The parties agree to close the joint bank accounts at Zion's bank, Capital Community Bank, and Wells Fargo. The parties shall equally divide the balances prior to closing. Each party shall be awarded their own individual accounts.
- a. The parties will sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the signing of the Stipulation, if applicable.
12. Retirement and Investment Accounts. During the marriage, the parties acquired retirement and investment accounts. Within sixty (60) days of the entry of the Decree of Divorce, the parties shall contact Ben Brown, Connor Fackrell, Rori Hendrix or another agreed-upon QDRO attorney, and shall provide them with all of their current account information. The QDRO attorney shall prepare any necessary Qualified Domestic Relations Orders to equally divide the retirement and investment accounts as of the date of the filing for divorce. Each party shall pay one-half of the cost for the QDROs including one-half of all fees for the QDRO attorney. Both parties verify that no withdrawals have been made since separation.

13. Disclosure of Accounts. The parties stipulate that they have fully disclosed all financial and retirement accounts including the full and complete balances of the same. In the event a party failed to disclose any bank account, stock account, retirement account, bitcoin or cryptocurrency, or any other type of investment or financial account, the party who failed to disclose will lose the account in its entirety to the other party. The innocent party will receive the entirety of any undisclosed financial, investment, or other retirement account(s).
14. Name. Esmeralda will have the option of restoring her name to Gallegos. The Court will enter an Order of Name Change, if needed.
15. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
16. Final Stipulation. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

MISCELLANEOUS PROVISIONS

17. Attorney Fees and Litigation Costs. Each party will pay their own respective attorney fees associated with the divorce case to this point.
18. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.
19. Arrearage. This resolves all claims that either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, and any other financial claims through the date of the signing of the Stipulation.
20. 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 the Stipulation 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. The parties affirm he or she has disclosed all accounts, money, property he or she has in the Stipulation and in his or her Financial Declaration. If property (including money) is discovered that had not been disclosed, the non-disclosing party will forfeit 100% of the discovered asset to the other party.
21. The parties agree that the above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

Decree is signed when electronically stamped on the first page

Approved as to form:

/s/ _____
GRANT DICKINSON
Attorney for Wife

NOTICE OF INTENT TO SUBMIT ORDER FOR SIGNATURE

You shall please take notice that the undersigned Attorney for Giovani Gongora shall submit the foregoing **Decree of Divorce** to the court for signature upon the expiration of seven (7) days from your receipt of this notice, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

It is hereby certified that copies of the same were emailed to the following this 7th day of May 2026:

Grant Dickinson
Email: gdickinson@moodybrown.com
Attorney for Wife