



Ben Brown, No. 9332
MOODY BROWN LAW
Attorneys for Petitioner
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300
Fax: (801) 356-8400
Email: bbrown@moodybrown.com

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
SPANISH FORK DEPARTMENT, STATE OF UTAH
775 West Center Street, Spanish Fork, UT 84660

In the matter of the marriage of:

CHAD PLACE,

Petitioner,

and

MARLENE YANEZ CARBAJAL,

Respondent.

DECREE OF DIVORCE

Civil No. 264300025
Judge Eldridge
Commissioner Snow

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. 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:

GROUND AND JURISDICTION

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby

awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner (hereinafter “Chad”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Chad and Respondent (hereinafter “Marlene”) were married on February 24, 2024, in Provo, UT.

4. No child was born at issue of this marriage and none is expected.

ALIMONY

5. Alimony. Chad and Marlene are each capable of supporting himself and herself; and, therefore, neither is awarded alimony. Both Chad and Marlene waive and relinquish the right to receive alimony from the other both now and in the future.

PROPERTY

6. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2013 Toyota Tacoma	Chad
2025 Jetta	Marlene
Wedding Ring	Marlene
Dyson appliances	Marlene

a. The parties will pick up personal property from the marital home within 30 days from the date the Stipulation is signed at a mutually agreed upon time. Both parties will cooperate with each other in distributing the personal property.

7. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts which are awarded as follows:

<i>Account Description:</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
USAA Checking Account	\$3,875	Chad
USAA Savings Account	\$500	Chad

a. During the course of the marriage, the parties acquired separate checking and savings accounts. Each party is awarded the money in his or her separate checking, and/or savings accounts as his/her sole separate property with no claim by the other party.

8. Real Property. The parties did not acquire real property during the course of this marriage. Chad is awarded his premarital real property located at 3889 E Cunningham Dr, Eagle Mountain, UT 84005.

DEBTS

9. Debts. Chad and Marlene acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
USAA Auto Loan (Jetta)	\$24,000	Marlene
USAA Credit Card (some debt premarital)	\$15,000	Chad

a. Jetta Loan. Marlene will obtain her own insurance and will refinance the Jetta into her name within 6 months of entry of the Decree and will be responsible for making timely payments until the refinance is complete.

b. Neither party will incur any additional liability on joint credit cards or any joint accounts.

c. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

d. 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.

e. 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.

f. 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.

FINANCIAL ACCOUNTS

10. Retirement. Chad has military retirement which he is awarded in its entirety. Any division of said retirement would require a marriage of 10 or more years.

MUTUAL RESTRAINT

11. Chad and Marlene are mutually restrained from harassing, annoying, or otherwise bothering the other party.

12. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

13. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

14. **Conditional Execution.** The parties engaged in good-faith efforts to reconcile their marriage until approximately August 2026.

15. **Effect Upon Failed Reconciliation.** At the end of the reconciliation period, at least one of the parties determined that reconciliation was not possible and notified the other party in writing of such determination, the Stipulation then became the binding basis for the entry of a Decree of Divorce. The notifying party then submitted the Stipulation to the Court for incorporation into the Decree without further negotiation or amendment, except as required by law or Court order.

16. **Waiver of Contest.** Each party waived any right to contest the terms of the Stipulation or the resulting Decree of Divorce, including but not limited to any challenges based on duress, undue influence, fraud, or unconscionability, provided that the terms therein are incorporated substantially as written. The parties entered into the Stipulation voluntarily, after full disclosure, and with the advice of counsel (or after waiving such advice).

17. **Enforceability.** This provision survived the reconciliation period and is enforceable as a contractual agreement between the parties. In the event of a dispute regarding the failure of reconciliation or the application of the Stipulation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

18. **Voluntary Execution and Language Review.** Each party had a full and fair opportunity to read and review the Stipulation carefully, in a language of their choosing. The Stipulation was drafted in the English language and Respondent MARLENE YANEZ CARBAJAL, who primarily speaks Spanish, had the document fully explained to her in Spanish by a qualified interpreter/translator of her selection (or by counsel), or has otherwise been provided with a complete and accurate translation or explanation in Spanish, and fully understood the meaning, terms, conditions, and legal effect of every provision herein. Both parties had the opportunity to consult with independent legal counsel (or have knowingly waived such consultation), enter into the Stipulation voluntarily, without duress or undue influence, and are fully bound by all of its terms and conditions.

19. Attorney's Fees and Costs. Each of the parties will assume and pay their own attorney fees and cost.

20. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. The Parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

21. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

22. Both parties will 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.

23. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

24. Arrearages. This order resolves all claims 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, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.

25. Full Disclosure. Each party provided a complete, accurate, and current disclosure of all income, assets, and liabilities. Both individuals disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

a. Consequences of Non-Disclosure: Any deliberate failure to disclose financial information fully could be considered perjury, a criminal offense. This highlights the seriousness of honest and complete disclosure during divorce proceedings.

b. Scope of Property: The property referred to in this order includes all property to which either party has any legal or equitable interest, whether owned individually or jointly with the other party. This ensures that all assets, regardless of ownership type (joint or separate), are accounted for in the division.

c. In short, this provision seeks to ensure transparency, full financial disclosure, and accountability from both parties in the divorce process. It also establishes that any deliberate concealment or misrepresentation could have legal repercussions.

26. 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.

27. The Stipulation of the parties became effective when signed by all parties.

Order is signed when electronically stamped by the Court on the first page

NOTICE TO RESPONDENT

TO: MARLENE YANEZ CARBAJAL

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Rule 58A(c)(4).

Dated June 17, 2026.

/s/ Ben Brown _____
BEN BROWN
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing Decree of Divorce was served upon the following on June 17, 2026:

Marlene Yanez Carbajal
myanezcarbajal@gmail.com

☐	e-Filing (UCJA Rule 4-503)
☐	U.S. Regular Mail
☐	Facsimile Transmission
☒	E-Mail

/s/ JM
