



GARY L. BLATTER (Bar No. 4274)
BLATTER & ASSOCIATES, L.C.
1113 South Orem Blvd.
Orem, Utah 84058
Telephone: (801) 224-1441
Email: courtfilings@law-4.me
Attorney for Respondent

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH

<i>In the Matter of the Marriage of:</i> MILAGROS BANOJAKEDJIAN, Petitioner, vs. AMIR DE LOS SANTOS, Respondent.	DECREE OF DIVORCE (BASED ON THE DEFAULT OF PETITIONER) Case No.: 254402291 Judge: Derek P. Pullan Commissioner: Marla Snow
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THIS MATTER comes on before the Court on the filing of the Petitioner's Petition for Divorce (Dkt: 1). Respondent's Answer & Counter-Petition was filed on September 25, 2025. (Dkt: 9). However, this Honorable Court subsequently entered the default of Petitioner and an order striking her pleadings. The Court, having reviewed the documents filed in this matter and being otherwise fully apprised in the premises, having previously entered its Findings of Fact & Conclusions of Law, now:

ORDERS, ADJUDGES AND DECREES, that:

1. The Respondent is hereby awarded a divorce from the Petitioner and the bonds of matrimony are hereby broken, the same to become effective upon entry. The Clerk of Court shall enter the same in the registry of the Court.
2. Marriage Statistics. Petitioner and Respondent are husband and wife,

having been legally married on March 1, 2014. However, the parties separated on or about December 24, 2023.

3. Grounds. During the course of the marriage irreconcilable differences have arisen between the parties causing the irreparable breakdown of the marriage and as a consequence thereof continuation of the marriage is no longer viable. However, Respondent has information and would testify that the impetus for the divorce is Petitioner's violent nature which resulted in several instances of assault as against Respondent.

4. No Minor Child. The parties have no minor children and none are expected.

5. Mutual Restraining Orders - Communications. Any and all communications between the parties shall be civil in nature and neither party may threaten, harass, or annoy the other party. This includes any appearance at the other party's place of employment, as Petitioner has done to raise controversy and to compromise Respondent's employment status. Neither party should enter the home of the other party without prior written consent of the other party.

6. Alimony. Neither party suffers from any disability of mind or body which would preclude them from maintaining full-time employment at a reasonable rate of pay. As such, both parties can adequately provide for themselves, and neither party should be awarded alimony from the other party, now or in the future.

7. Personal Property Owned Prior To Marriage; Inheritance & Personal Injury Award. It is fair and reasonable for the Court to award to each respective

party the personal property they owned prior to the marriage, any assets acquired via personal injury award in the respective parties' names, together with any asset bequeathed or given to any respective party by way of inheritance.

8. Personal Property Acquired During Marriage. It is fair and reasonable for the Court to award to the respective parties any personal property each respective party purchased after the date of separation, to include an award to Respondent of the following: the 2, 55" LG TV's, couch/sofa set which Respondent alone paid \$1,200.00 for in 2024, Bedroom furniture (e.g. Bed, headboard & footboard, 2 nightstands, 2 dressers), which Respondent alone paid \$1,300.00 for in 2024 from RCWilley, the kitchen table, which Respondent alone paid \$800.00 for in 2024, Respondent's suits and personal clothing, such that the Court should allocate to the parties the personal property which was acquired during the marriage fairly and equitably, to include all marital possessions, as have been previously allocated between the parties.

9. Vehicles. It is fair and reasonable for the Court to award to the parties the vehicles acquired during the marriage, as follows:

<u>To Petitioner</u>	<u>To Respondent</u>
2016 Toyota Tacoma, and Petitioner should pay to Respondent his one-half share of the equity thereof within 60 days.	2006 RAV4

10. Debts and Obligations. The parties had outstanding debt obligations as of the date of separation. As such, it is fair and reasonable for the Court to allocate the following debt obligations, as follows:

<u>To Petitioner</u>	<u>To Respondent</u>
Any and all obligations owed on the vehicle(s) awarded to Petitioner.	Any and all obligations owed on vehicle(s) awarded to Respondent.
Any and all debt obligations incurred by Petitioner after the date of separation.	Any and all debt obligations incurred by Respondent after the date of separation.
All medical bills in Petitioner's name, which are for services provided to Petitioner and any other such obligations for the benefit of Petitioner.	All medical bills in Respondent's name, which are for services provided to Respondent and any other such obligations for the benefit of Respondent.
One-half (1/2) of the \$3,000 debt owed by the parties to Respondent's employer.	One-half (1/2) of the \$3,000 debt owed by the parties to Respondent's employer.
Any and all of the credit accounts/cards, opened by Petitioner in the name of Respondent, unilaterally, and exclusively used by Petitioner surreptitiously.	
One-half (1/2) of any and all other obligations acquired during the marriage, irrespective of who's name is attached to it.	One-half (1/2) of any and all other obligations acquired during the marriage, irrespective of who's name is attached to it.

11. The parties shall indemnify and hold the other party harmless for any harm associated with liabilities/obligations allocated to the respective parties and each party shall notify their respective creditors of their responsibility thereon. Moreover, if a party is obligated on a debt which is in the possession of the other party, proof of timely payment shall be made to the other party on the due date. If a party fails to make timely payment, the other party should have the ability to pay the debt to safeguard his/her credit and offset the payment against any sums owed to the other party. Moreover, Petitioner should be ordered to immediately

remove Respondent's name from any obligation which she took out in Respondent's name.

12. Mutual Restraining Orders – Use Of Likeness & Credit. It is fair and reasonable for the Court to mutually restrain the parties from using the name, likeness, or credit of the other party for any reason. Moreover, mutually restraining the parties from maintaining credit, or opening credit or financial accounts, in the name of the other party.

13. Real Property. The parties acquired no real property during the course of the marriage.

14. Retirement and Employment Benefits. It is fair and reasonable that any and all existing retirement, pension or qualified money accounts in the name of either party should be divided equally, if susceptible thereto, or be divided pursuant to Woodward v. Woodward, 656 P.2d. 431 (Utah 1982).

15. Notice Regarding Beneficiaries of Life Insurance & Annuity Policies. Respondent hereby provides notice to all joined parties that if either party owns a life insurance policy, annuity contract or other pay-on-death account, said party must provide the Court with sufficient information to permit the Court to provide an acknowledgment that the owner: 1) has reviewed and updated, where appropriate, the list of beneficiaries; 2) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and 3) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

16. Taxes. It is fair and reasonable for the Court to order the parties to file separate tax returns for tax year 2025 and separately thereafter.

17. Attorney's Fees and Costs. Petitioner is ordered to immediately tender to Respondent the sum of \$3,500.00 to allow Respondent to prosecute and defend herein, consistent with the tenets of U.C.A. §81-1-203(2024). Moreover, Petitioner is ordered to satisfy Respondent's legal fees and costs in excess of \$3,500.00 (consistent with Haumont v. Haumont, 793 P.2d 421 (Utah Ct. App. 1990); See also, Rehn v. Rehn, 974 P.2d 306 (Ut. App. 1999); Kallas v. Kallas, 614 P.2d 641 (Utah 1980); Oliekan v. Oliekan, 147 P.3d 464 (Utah App. 2006)), to be proven up at the culmination of this proceeding, when those figures can be ascertained with reasonable certainty, via affidavit – as is commonly practiced.

19. Respondent's Last Name. Petitioner is authorized to resume the use of her maiden name, if she so chooses.

20. Jurisdiction. Respondent acknowledged the jurisdiction of this Court and consents to be subject thereto.

21. Document Delivery. Each party shall execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.

THIS DECREE OF DIVORCE BECOMES EFFECTIVE WHEN THE COURT AFFIXES ITS SIGNATURE AND SEAL ON THE TOP OF THE FIRST PAGE HEREOF