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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Blvd, Provo UT 84601

**IN THE MATTER OF THE
MARRIAGE OF:**

JOSE GUADALUPE MUNOZ,

Petitioner,

and

ALESHA MARIE MUNOZ,

Respondent.

DECREE OF DIVORCE

Case: 264402406

Judge: Tony F. Graf Jr.

Commissioner: Marian Ito

Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

DECREE OF DIVORCE GRANTED. Petitioner is hereby awarded a Decree of Divorce from and against Respondent, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

1. RESIDENCY. Petitioner and Respondent have been actual and bona fide residents of Utah County, State of Utah for at least three months prior to the filing of this divorce action.
2. JURISDICTION. The parties resided in the marital relationship in the State of Utah and therefore this Court has jurisdiction over Petitioner and Respondent pursuant to §81-4-405, Utah Code Annotated (as amended).
3. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the children for the purposes of the Hague Convention or any international custody dispute. Neither parent should relocate with the children outside Utah County, State of Utah, without mutual agreement of both parents or a Utah Court Order during the pendency of these proceedings.
4. MARRIAGE STATISTICS. Petitioner and Respondent were married on November 16, 2013, at Las Vegas, Clark County, State of Nevada, and are presently husband and wife. The parties separated on February 18, 2026 but are still cohabitating.
5. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties should be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).
6. CHILDREN. There have been two minor children born as issue of this marriage, namely:

<u>Name of Child</u>	<u>Date of Birth</u>
A.M.	03/26/2015
V.M.	12/01/2016
No further children are expected.	

7. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

8. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside in Utah County, State of Utah with both Petitioner and Respondent.

c. Neither Petitioner nor Respondent has been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Neither Petitioner nor Respondent has information of any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Neither Petitioner nor Respondent know of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

9. CHILD CUSTODY AND PARENTING PLAN. The parties shall be awarded joint legal custody and Jose Munoz shall be awarded sole physical custody of their minor children. Custody should be subject to Alesha's right to reasonable parent time as the parties may agree, or if the parties cannot agree, parent-time should be pursuant to U.C.A. §81-9-302, except that wherein the Decree and U.C.A. §81-9-302 differ, the Decree and the terms of the parenting plan described therein shall be the controlling order of the Court. Any amendments, revisions, or

changes made to U.C.A. §81-9-302 after the entry of the Decree of Divorce shall not alter the parenting plan described therein unless both parents mutually agree in writing to adopt the changes or revisions. Alesha's parent time schedule will commence when she relocates from the marital home.

a. Weekend parent time: Beginning on the first weekend after the execution of the Stipulation, alternating weekends beginning at 6 p.m. on Friday and ending on Sunday at 7 p.m.

b. Extended Parent Time: Extended parent time with the children when school is not in session for summer break shall be in accordance with U.C.A. §81-9-302(3):

i. Alesha is entitled to up to four weeks of parent-time with the children when school is not in session in the summer, which may be consecutive, or may be taken in 2 two-week sessions with at least 2 weeks in between. Two of these weeks shall be uninterrupted parent-time for Alesha; and two weeks may be interrupted by Jose for a weekday visit from 9 a.m. to 8:30 p.m. on Wednesdays.

c. Notification re Extended Parent Time: Each parent shall provide written notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

- i. In odd-numbered years, Alesha shall provide written notice to Jose by March 1; and Jose shall provide written notice to Alesha by March 15.
 - ii. In even numbered years, Jose shall provide written notice to Alesha by March 1; and Alesha shall provide written notice to Jose by March 15.
 - iii. If a parent fails to provide a written notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
 - iv. If both parents fail to provide written notification within the time periods described above, the first parent to notice may determine the schedule for summer break for the other parent.
 - v. If Jose intends to interrupt Alesha's parent time with the weekday visit, Jose shall provide notice to Alesha of the intent to interrupt parent-time within 10 days after the day on which Jose receives notification of Alesha's plans for the exercise of interrupted extended parent-time.
- d.** Special consideration should be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

e. Relocation. In the event the nonprimary parent relocates in excess of sixty (60) miles, the parties agree to follow the relocation statute pursuant to U.C.A. §81-9-209.

f. Changes to parent time: Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);
- ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
- iii. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
- iv. extended parent-time under U.C.A. §81-9-302(3); and
- v. the schedule for weekday or weekend parent-time.
- vi. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

g. Holiday parent-time: The parents may create a holiday schedule. If the parents are unable to create a holiday schedule, holiday parent-time should be pursuant to the holiday schedule described in U.C.A. §81-9-302 and described herein:

Holiday	Time Period	Years Unicorn is Granted Holiday	Years Dragon is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins: at the time school is dismissed for MLKJr Day; or Friday at 5:30 p.m. at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on MLKJr Day.	Odd years	Even years
President's Day	Holiday begins: at the time that school is dismissed for President's Day; or Friday at 5:30 p.m. at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at: the time that school is dismissed for spring break; or 5:30 p.m. on the day that school dismissed for spring break at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins: at the time that school is dismissed for Memorial Day; or Friday at 5:30 p.m. at the election of of the parent granted the holiday. (If school is not in session, the holiday should begin at 9 a.m.) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	Holiday begins at 5:30 p.m. on the day before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins at 5:30 p.m. on the day before Father's Day. Holiday ends on	Father every	Father every

	Father's Day at 8:30 p.m.	year	year
Independence Day	Holiday begins on July 3 rd at 5:30 p.m. Holiday ends on July 5 th at 8:30 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 5:30 p.m. Holiday ends on July 25 th at 8:30 p.m.	Even years	Odd years
Labor Day	Holiday begins: at the time that school is dismissed for Labor Day; or Friday at 5:30 p.m. at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	Holiday begins: at the time school is dismissed for fall break; or 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins: on October 31 st or the day that Halloween is traditionally celebrated in the local community (ex. if October 31 st is on a Sunday) at the time school is dismissed; or at 3 p.m. if there is no school. Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins: at the time that school is dismissed for Thanksgiving; or 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins: at the time that school dismisses for winter break; or 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins: on December 27 th at 8:30 p.m. Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's	Holiday begins at 3 p.m. Holiday ends at	Even	Odd

Birthday (Does not apply to child's 18 th birthday.)	8:30 p.m.	years	years
Day Before or After Minor Child's Birthday (Does not apply to child's 18 th birthday.)	Holiday begins at 3 p.m. Holiday ends at 8:30 p.m.	Odd years	Even years

10. GENERAL PARENTING PLAN PROVISIONS. The parties should attend mediation before filing any petition to modify the parenting plan orders of the Court. The expense of mediation should be paid by the party seeking to modify the parenting plans orders of the Court. If a party has made two written requests for mediation without response that party should be allowed to proceed with filing a petition to modify.

a. Transportation. The parties should share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent should provide transportation for the minor children. Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.

b. Emergency decision-making. Either parent may make emergency decisions affecting the health or safety of the children and shall inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. Dispute resolution. Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will attempt to reach an agreement in the best interest of the children. If the parties

cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party; and, third, if they still cannot agree, Petitioner/Respondent will make the decision subject to Respondent/Petitioner's right to bring the matter before the Court for review for a resolution in the best interests of the children. Throughout the dispute resolution process, in accordance with Utah law:

- i. preference shall be given to the provisions in the Parenting Plan;
 - ii. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
 - iii. a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;
 - iv. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
 - v. the district court shall have the right to review the dispute resolution process; and
 - vi. the provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.
- d. Travel notification.** For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
- i. An itinerary of travel dates;

- ii. destinations;
- iii. places where the children or traveling parent can be reached; and,
- iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.

e. Communication between parties. All communication between the parties will be civil. The children will not be used as messengers between the parties. The parents will communicate with each other in person, by phone, text, email, note, or letter. The formality and clarity of written communication is acknowledged for messages which need to be preserved accurately and historically. The immediacy and expediency of verbal communication is acknowledged for messages which need to be given, received and responded to without delay. The parents will use their best judgment to communicate with each other using a method appropriate for the situation, which is intended to reduce conflict, improve understanding, and minimize stress for both parties.

f. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to contact either parent at any reasonable time, and the parents shall allow the children to do so.

g. Exchange of information. In all cases, the parents will exchange information concerning the health, education, and welfare of the children, and, unless it is an emergency situation, confer before making decisions concerning any of these areas. Both parties will have access to the children's school, church, and other records and will include the other party as a parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are

participating or being honored, and both parties should be entitled to attend and participate fully.

h. Costs of parent-time. Each party should be responsible for all costs associated with his/her own exercise of parent-time with the parties' minor children.

i. Enforcement actions. Either parent may bring enforcement actions without the need of mediation.

j. No waiver of obligations. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

k. The parenting plan described herein is filed in good faith and Petitioner and Respondent believe the plan is in the best interests of the children. Petitioner and Respondent reserves the right to modify or file an amended plan prior to the entry of the Decree of Divorce as circumstances and information dictate and if such modifications and or amendments are believed to be in the best interests of the children.

11. MUTUAL RESTRAINING ORDERS: The Court should order the following as restraining orders in this action.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or parent-time.

- b.** Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.
- c.** Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information about the other parent.
- d.** Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parent-time.
- e.** Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the children from such violations, or should remove the children from such circumstances.
- f.** Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise. Both parties shall communicate only electronically (text or email) with each other about issues related to the children.
- g.** Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

h. Both parties are restrained from having an unrelated romantic partner to spend the night in the home during their designated parent time until the relationship has been established for over a six (6) month period and not until the other parent has been introduced to the romantic partner. Either party may request the romantic partner's full name and date of birth to enable that parent to perform a background check at their own expense.

i. Each parent shall notify the other parent of any person (including minors) who plans to do or does reside in either parent's home in excess of two consecutive weeks, or overnight. Upon request of the notified parent, the cohabitant shall be subject to a criminal background check at the expense of the requesting parent. Neither parent shall knowingly permit the children to be around a felon during that parent's residential time with the children.

j. Each parent shall proceed with new romantic relationships in a manner that is respectful to the other and the children, and in a manner that is in the children's best interest. As such, neither parent may introduce the children to a romantic/opposite-sex third-party individual without first introducing said individual to the other parent after the relationship has lasted six (6) months or more or reaches a serious milestone.

12. DIVORCE ORIENTATION AND EDUCATION COURSES. As required pursuant to U.C.A. §§ 81-9-103 and 81-4-105, each party should attend and complete the one-hour divorce orientation course and two-hour divorce education course.

13. CHILD SUPPORT. Child support has been calculated per the guidelines using a sole child support worksheet. Jose's income for this purpose is \$12,050 and Alesha's is \$3,120 (\$18.00 per hour, imputed at full time hours). Thus, Alesha will pay \$447 per month or \$223.50 per child. Child support is effective the first month Alesha moves from the marital residence.

a. Pursuant to U.C.A. § 81-7-102, child support payments should be effective the month immediately following the filing of this divorce action and continue until the children of the parties reach the age of 18 or graduate from high school, whichever occurs last, or are legally emancipated, marries, dies, or becomes a member of the US Armed Forces pursuant to UCA § 80-7-105. The monthly child support should be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The Decree of Divorce may be submitted to the Office of Recovery Services as a child support order and administered by the Office of Recovery Services (ORS). If administered by ORS, Mother's income should be subject to immediate and automatic withholding for the payment of child support pursuant to UCA § 26B-9-104. Any Federal or State tax refunds or rebates due to the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages.

c. In the event the Office of Recovery Services is enforcing child support, each party should keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

d. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support should be pursued.

e. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the children and determine whether a substantial change has occurred. If it has, the court

shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

f. The sole custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to U.C.A. § 81-6-205 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent should automatically begin paying this base support amount without the need to modify this child support order.

g. If the Joint Custody Child Support Obligation Worksheet is used to calculate the base child support obligations herein, pursuant to U.C.A. § 81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's school fees and regular extracurricular activities.

14. CHILDCARE. If there is a need for paid childcare, each parent will pay his or her own childcare costs.

15. HEALTH, ACCIDENT AND DENTAL INSURANCE. Jose Munoz has been providing health insurance for the children and will continue to do so. Pursuant to U.C.A. § 81-6-208:

a. The party with the best coverage for the most reasonable price should be ordered to maintain in force any and all health, vision, and dental insurance for the minor children where available at a reasonable cost and accessible to the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jose Munoz should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Alesha Munoz should be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Jose will pay the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

16. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILD(REN). The Court should issue an Order in which the parties are equally responsible for all uninsured routine medical and dental expenses, including but not limited to expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, and including deductibles and co-pays as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

17. TAX EXEMPTIONS. Petitioner should be entitled to two exemptions for the parties' minor children on his taxes and should be entitled to claim two minor children as dependents for income tax purposes.

a. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

b. Upon reasonable advance notice and request, the custodial parent shall provide the non-custodial parent with a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

18. ALIMONY. Petitioner and Respondent are both healthy, mature adults, able bodied and capable of employment. Therefore, neither party is in need of alimony from the other. This agreement is nonmodifiable.

19. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. Petitioner and Respondent agree that it is reasonable that said property should be distributed as presently held. The parties agree to the following distribution:

a. Alesha will have priority to select any personal property items in the marital home (this includes both of the dogs). Any items Alesha does not designate as hers will be awarded to Jose.

b. Jose will receive the 2022 GMC, 2006 Ford F-150, 2013 Harley Davidson, and 2023 Genesis Vortex VCR280.

c. Alesha will receive the 2024 Kia. The parties agree that Jose will be responsible for half of the loan for the 2024 Kia (~\$20,000) for the life of the car

loan (up until the loan is completely paid off or the vehicle is sold). Jose will pay his ½ of the balance within three months of the date of the Decree. Alesha shall have sixty days from the date Jose pays his ½ to refinance the loan under her name.

20. REAL PROPERTY AND ASSETS. During the period of their marriage, the parties have acquired real property: the marital residence at 436 S 100 W in American Fork, Utah.

a. The parties agree that Jose shall be awarded the marital residence and shall be responsible for the entirety of the mortgage and the HELOC. The parties agree that no equity offset should apply. The parties estimate the equity in the home is \$196,116. Jose is the only party on the loan, so no refinance is required.

21. FINANCIAL ASSETS. The parties' financial accounts shall be divided as follows:

a. Each party is awarded the accounts in their own names. The parties shall equally split the amount in the Savings account ending in 9857 with a balance of \$1,097 as of the date of this Agreement.

22. RETIRMENT/SAVINGS/INVESTMENT PLANS. The parties' retirement/savings/investment plans or accounts shall be awarded such that each party is awarded the accounts in their own names. This includes any pensions, military benefit, or the like.

23. BUSINESS INTERESTS. The parties own no interests in any businesses.

24. DEBTS. The parties agree to the following distribution of debts:

a. The Mortgage through Intercap Lending with a balance of \$216,940.63 shall be the sole responsibility of Jose.

- b.** The HELOC loan with a balance of \$56,491.39 shall be the sole responsibility of Jose.
- c.** The Personal Home Loan with a balance of \$5,541.54 shall be the sole responsibility of Jose.
- d.** The Auto Loan through America First Credit Union with a balance of \$39,942.99 shall be split equally between the parties. (Kia)
- e.** The RV Loan through America First Credit Union with a balance of \$46,182.46 shall be the sole responsibility of Jose.
- f.** The Wells Fargo Credit Card with a balance of \$12,156.19 shall be the sole responsibility of Jose.
- g.** The American Express Credit Card with a balance of \$11,242.67 shall be the sole responsibility of Jose.
- h.** The America First Credit Card with a balance of \$7,673.95 shall be the sole responsibility of Jose.
- i.** The Citi Mastercard with a balance of \$5,437.03 shall be the sole responsibility of Jose.
- j.** The Home Depot Credit Card with a balance of \$4,228.87 shall be the sole responsibility of Jose.
- k.** The Cashnet Loan with a balance of \$1,971.07 shall be the sole responsibility of Alesha.
- l.** Alesha's Medical Debt with a balance of \$11,494.28 shall be the sole responsibility of Alesha.

m. Alesha's LVNV Funding LLC debt with a balance of \$1,074.00 shall be the sole responsibility of Alesha.

n. Alesha's Jefferson Capital Systems debt with a balance of \$1,935 shall be the sole responsibility of Alesha.

o. Alesha's Portfolio Recovery debt with a balance of \$504 shall be the sole responsibility of Alesha.

p. Each party should indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Pursuant to U.C.A. §81-4-406(3)(b), each party should notify the respective creditors or obligees regarding the Court's division of the debts, obligations and liabilities, and provide the parties' separate current addresses to the respective creditors of obligees.

25. RESTRAINT AGAINST DISSIPATION OF MARITAL ASSETS OR INCREASING MARITAL LIABILITIES. During the pendency of this action, the parties should be prohibited from dissipating, transferring, encumbering, liquidating, wasting, or otherwise disposing of marital property, financial assets and accounts during the pendency of this matter, unless the action is consented to in writing by the other party or approved by the court. Both parties should be restrained from increasing or otherwise incurring any additional debt or encumbrances on any joint accounts or marital property, except that, on an item-by-item basis, the parties may agree in writing to deviations from the forgoing.

26. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

27. NAME CHANGE. Respondent should be restored to her former surname if she so desires.

28. ATTORNEY FEES AND COSTS. Each party should be responsible and liable for his or her own attorney's fees in this matter.

29. DOCUMENT DELIVERY. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 should have the same effect as if executed by the disobedient party.

SO ORDERED

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****

Approval as to form:

/s/ Alesha Munoz

Alesha Munoz

Respondent

(Permission to affix electronic signature given via email on 9/3/26)

SERVICE CERTIFICATE

I hereby certify that a true and correct copy of the foregoing *Decree of Divorce* was mailed, postage prepaid, or was sent via emailing or e-filing service on this 3rd day of September, 2026, to the following as indicated below:

Alesha Munoz
aleshamunoz801@icloud.com
Respondent

/s/ Destini Townsend
Destini Townsend
Paralegal for Mary Kate Moss
Gravis Law, PLLC