



CAROLINA DUVANCED (16676)
DUVANCED LAW, PLLC
2696 N University Ave Ste 240
PROVO, UT 84604
Tel: 385.208.9087
carolina@duvancelaw.com

Attorney for Petitioner

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 HERNANDEZ, Herminia, Petitioner, v. AVILA, Fernando, Respondent.	DIVORCE DECREE AND JUDGMENT Case No. 264400102 Judge Hon. ANTHONY HOWELL Commissioner DUSTIN HARDY

The above-entitled matter has been presented to the Court. Upon the Findings of Fact and Conclusions of Law, the Court enters this Decree of Divorce and Judgment. The Court, having previously found and entered its Findings of Fact and Conclusions of Law, now:

ORDERED, ADJUDGED, AND DECREED

The parties are hereby divorced, and the Decree of Divorce shall be final upon entry.

1. Residency: Herminia is a bona fide resident of Utah County, State of Utah, and has

been for three (3) months immediately prior to the filing of this action.

2. Marriage: The parties married on February 17, 1996. The parties are currently married.

3. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

4. No Minor Children: There are no unemancipated minor children of this marriage.

5. Taxes: The parties shall file separate tax returns for the 2025 tax year, and thereafter. Fernando will be entitled to claim the interest paid on the mortgages for the 2025 and 2026 tax years.

6. Alimony: Fernando shall pay to Herminia the total sum of Seventy-Two Thousand Five Hundred Dollars (\$72,500.00) as lump-sum alimony. This obligation is fixed, nonmodifiable, and shall not terminate upon the death or remarriage of either party, except upon payment in full. The \$72,500.00 shall be paid first from Fernando's one-half share of the net equity/proceeds from the sale of the marital residence and shall be deducted from Fernando's share at closing and paid directly to Herminia from the sale proceeds before any remaining proceeds otherwise distributable to Fernando are released to him. If Fernando's share of the net proceeds from the sale of the marital residence is insufficient to satisfy the entire \$72,500.00 obligation, all of Fernando's available share shall be applied toward the obligation, and Fernando shall pay Herminia the remaining unpaid balance at the rate of \$791.00 per month until the entire \$72,500.00 obligation has been paid in full. The first monthly payment shall be due on the first day of the month following the closing of the sale of the marital residence, with subsequent

payments due on the first day of each month thereafter until the remaining balance is paid in full.

7. Real Property: The parties acquired a home and real property located at 601 S 800 W, Spanish Fork, UT 84660.

- a. Sale: This property shall be immediately listed for sale by owner. If the property is not under contract at an agreeable price by September 30, 2026, the parties will list the property for sale with an agreed-upon realtor. If the parties cannot agree to a realtor by September 30, 2026, then by October 5, 2026, Fernando will propose 2 realtors plus Joe Gordon, and Herminia will choose one of the three. If Fernando does not propose realtors by October 5, 2026, then the realtor shall be Joe Gordon. Both parties are to keep each other informed of all offers on the property and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.
- b. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off the first mortgage and the UCCU HELOC on the property; and, (3) the balance remaining thereafter to be divided equally between the parties.
- c. Fernando: At closing and from Fernando's portion, the following transfers will occur: (1) he will pay Herminia \$15,000 for her settlement on the retirement funds; (2) he will pay any net vehicle settlement as outlined in

paragraph 8, and (3) pay \$72,500 in alimony to Herminia.

- d. Herminia: At closing and from Herminia's portion, she will pay Fernando any net vehicle settlement as outlined in paragraph 8.
- e. Pending Refinance/Sale: Pending the sale of the property, both parties may reside in the home, and they will pay the mortgages, utilities, and any and all other expenses related to this property as they have been doing historically.

8. Vehicles:

- a. The **2014 Kia Optima** will be transferred to their adult daughter and awarded to neither party.
- b. The **2014 Ford Focus** is awarded to Herminia, subject to Herminia paying the loan to the UCCU of approximately \$1,400. This vehicle is currently not working and has a suspected transmission problem. This vehicle will be returned to the home within 7 days of this agreement by Fernando.
- c. The **2010 Ford F250** will all be appraised. After the appraisal, Fernando will have the first option to purchase the Ford F250 from Herminia for one-half of the appraised value (less \$2,500). If he does not want to purchase it, then Herminia will have the second option to purchase it from Fernando for one-half of the appraised value (less \$2,500). If neither desire to purchase it, then the truck will be sold, and the proceeds will be divided (1) \$5,000 to Mr. Martinez, provided

Fernando supplies a sworn declaration from Mr. Martinez confirming that Mr. Martinez paid \$5,000.00 to Fernando, and (2) any remaining one-half to each party. Because the contract with Mr. Martinez was only signed by the parties and not Mr. Martinez, Fernando will have Mr. Martinez sign a sworn declaration that he paid Fernando \$5,000. If Fernando does not obtain such a declaration signed Mr. Martinez has already paid \$5,000, then Mr. Martinez will not be entitled to reimbursement in this paragraph if the Ford F250 is sold, and the proceeds from the sale will be divided equally.

- d. The **1966 Ford Mustang** will be appraised. After the appraisal, Fernando will have the first option to purchase the Ford Mustang from Herminia for one-half of the appraised value. If he does not want to purchase it, then Herminia will have the second option to purchase it from Fernando for one-half of the appraised value. If neither desire to purchase it, then the Mustang will be sold, and the proceeds will be divided one-half to each party.
- e. The **2015 Nissan Altima** will be appraised. After the appraisal, Herminia will have the first option to purchase the Altima from Fernando for one-half of the appraised value. If she does not want to purchase it, then Fernando will have the second option to purchase it from Herminia for one-half of the appraised value. If neither desires to

purchase it, then the Altima will be sold, and the proceeds will be divided one-half to each party.

- f. **Appraisals:** If the parties cannot agree on who will appraise each vehicle, then Herminia will propose 3 appraisers for each vehicle, and Fernando will choose the appraiser. Any costs associated with the appraisals will be divided one-half each.
- g. **Sale(s):** If a vehicle is to be sold, each party will be involved in the sale and both will sign bills of sales for mutually acceptable offers.

9. Personal Property:

- a. Herminia is awarded her clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, and the following items from the marital residence:
 - (1) The cabinet with glass doors and all its contents
 - (2) All crystal items (glasses, etc.)
 - (3) The princess house with all pots, pans, and accessories.
 - (4) Toby, the dog, and the dog's accessories.
- b. Their daughter, Karen, may take her vanity desk and all her personal property in the home.
- c. Fernando is awarded all other personal property in the marital home that is not awarded to Herminia.
- d. All family photos and videos in the possession of a party will be

shared/copied by the other party within 30 days of a request for copies. The party asking for digital copies of photos or videos will supply the digital media desired to the party being requested (e.g. hard drive, thumb drive, or access to a cloud storage drive, or similar storage media device).

10. Bank Accounts:

- a. The following accounts shall be divided equally as of the balance on August 28, 2026, and then the account (if joint) will be closed: AFCU *7857; UCCU *3528; and MACU *4037.
- b. Each party is awarded any other bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

11. Debts: The debts will be paid as follows:

<i>Creditor:</i>	<i>In Whose Name:</i>	<i>Approx. Bal:</i>	<i>To Be Paid by:</i>
First Mortgage on Home	Joint	\$201,500	Paid off by both parties equally in the sale of the home.
UCCU HELOC	Joint	\$29,691	Paid off by both parties equally in the sale of the home.
UCCU Personal *1720	Fernando	\$7,890	Equally from the sale of the home.
UCCU Personal (for Karen)	Fernando	\$3,143	This debt will not be paid off, but rather will remain to be paid by their daughter.

Costco credit card	Herminia	\$11,000	Equally from the sale of the home.
MACU Signature Loan	Fernando	\$11,764	Fernando 100%
MACU Platinum credit card	Fernando	\$10,705	Fernando 100%
Any other debts	Herminia	Unknown	Herminia 100%
Any other debts	Fernando	Unknown	Fernando 100%

- a. Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.
- b. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to the UCCU HELOC or any other debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent.

12. Retirement Accounts: Fernando has a 401k account with Sentry through his employment. The account is 100% marital in nature. As settlement on this account, Fernando will pay Herminia \$15,000 from his portion of the sale of the marital home at closing. Upon payment of this amount Fernando is awarded his Sentry account solely as his sole and separate property, free and clear of any claim of Herminia.

13. Mutual Restraining Orders re Parties:

- a. Identity/Credit: Neither party is to use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- b. Social Media: Neither party is to use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other web sites, without the other party's express permission. Any current use or posting of the other party will be removed, unless the other party expressly consents to it remaining posted.
- c. Restraint on Place: After the sale of the home, both parties are restrained from coming to the home or workplace of the other without the other party's express written permission.

14. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

15. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

******Executed and entered by the Court as indicated by the date and seal at the top of this document.*****

Approved as to form:

/s/

JUAN CARLOS GUTIERREZ
Attorney for Respondent

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, shall submit the foregoing Divorce Decree, to the above-referenced Court for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that date, pursuant to Utah Rule of Civil Procedure 7(j).

Dated this August 31, 2026.

/s/ Carolina Duvanced
CAROLINA DUVANCED
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Duvanced Law, 2696 N University Ave Ste 240, 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 document was served upon the following on August 31, 2026:

Juan Carlos Gutierrez
jclaw@gutiassoc.com
Attorney for Respondent

Email/E-file

DATED August 31, 2026.

/s/ Carolina Duvanced
Attorney for Petitioner