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Attorneys for Elsa Victoria Tello

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

In the matter of the marriage of:

ELSA VICTORIA TELLO,

Petitioner,
and

BRADEMIRO ADIMAEL MINCHOLA
LAZARO,

Respondent.

DECREE OF DIVORCE

Civil No. 264402372
Judge Denise M. Porter
Commissioner Marian Ito

THIS MATTER comes before the above-referenced Court by way of Petitioner Elsa Victoria Tello's Petition for Divorce, and the parties' Stipulation. The Court, having previously entered Its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved. The Court hereby grants this Decree of

Divorce 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. Elsa Victoria Tello (“Wife” or “Petitioner”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Respondent. Biademiro A. Minchola Lazaro (“Husband,” or “Respondent”) is the Respondent in this action.

4. Marriage Statistics. Biademiro and Elsa were married on June 7, 1979, and are currently married. The parties separated on or about April 28, 2026.

5. Grounds. Pursuant to U.C.A. §81-4-405(1)(h), the parties have experienced significant disagreements regarding their marriage and future together. The marriage has irretrievably broken down due to irreconcilable differences.

CHILDREN

6. Children. The parties had three children during the marriage. All three children have reached the age of majority.

ALIMONY

7. Alimony. Wife shall be awarded alimony in the sum of \$1,100 per month from Husband, commencing August 1, 2026, and continuing for the length of the marriage, or until the occurrence of any of the following events: the death of either party, Wife’s remarriage, or Wife’s cohabitation with another person, as that term is defined under Utah law, whichever occurs first. Said support shall be payable in one payment on the first day of the month.

PROPERTY

8. Personal Property. During the marriage, the parties acquired various items of personal property. Considering the division of assets, liabilities, and the other agreements contained herein, the following items of personal property shall be awarded as follows:

<i>Item Description</i>	<i>Awarded to:</i>
2017 Subaru	Elsa
2010 Nissan	Biadimiro
Vehicle located in Peru	Sold; net proceeds divided equally

a. Vehicle located in Peru. The parties jointly own a vehicle located in Peru. Their adult daughter, who resides in Peru, shall assist in selling the vehicle for the highest reasonable price obtainable. After payment of any costs associated with the sale, the net proceeds shall be divided equally between the parties.

b. Remaining Personal Property. Except as otherwise specifically provided herein, the parties shall equally divide the remaining personal property by mutual agreement. The division shall proceed as follows:

- i. Within ninety (90) days after entry of the Decree of Divorce, the parties shall make good-faith efforts to reach an agreement regarding the division of all personal property. If they are unable to reach an agreement within that time, they shall participate in mediation with a mutually agreed-upon mediator, with each party paying one-half of the mediator's fees and costs.
- ii. Upon reaching an agreement regarding the division of the personal property, Wife may remove any personal property awarded to her that she wishes to take immediately. Any personal property awarded to Wife that she elects not to remove shall be placed in a mutually agreed-upon

room or area of the marital residence and shall remain there until Husband vacates the residence pursuant herein. Husband shall not use, remove, dispose of, damage, or otherwise interfere with Wife's stored personal property.

iii. The parties may mutually agree that certain items of furniture awarded to Wife may remain in Husband's use during his occupancy of the residence, provided that such items are returned to Wife upon Husband's vacating the residence in substantially the same condition, ordinary wear and tear excepted.

iv. Upon vacating the residence, Husband shall surrender possession of the residence, including the room or area containing Wife's stored personal property, and Wife shall thereafter be entitled to exclusive possession of the residence (as indicated below), and all personal property previously awarded to her.

9. Real Property. During the marriage, the parties acquired the real property located at 1292 West 200 North, Provo, Utah 84601 (the "Real Property"). Considering the division of the parties' assets, liabilities, and the other agreements contained herein, the parties agree as follows:

a. Award of Real Property. Effective upon entry of the Decree of Divorce, Wife is awarded all right, title, and interest in and to the Real Property, subject only to Husband's temporary right of exclusive occupancy as set forth herein. Husband hereby relinquishes, waives, and quitclaims any right, title, interest, or ownership he may have in the Real Property. Within thirty (30) days after entry of the Decree of Divorce, Husband shall execute and deliver to Wife a Quit Claim Deed and any other documents reasonably necessary to convey title solely to Wife. If Husband fails or refuses to execute or deliver such documents, Wife may seek enforcement of this

provision, including an order compelling execution of the documents and an award of attorney fees, costs, and any other relief the Court deems appropriate.

b. Temporary Right of Occupancy. Notwithstanding Wife's ownership of the Real Property, and as part of the parties' negotiated resolution of the issues set forth herein, Husband shall have the exclusive right to occupy the Real Property until July 31, 2028, at which time he shall vacate the Real Property and surrender exclusive possession to Wife. Husband's right of occupancy is a personal contractual right arising solely herein and with the consideration exchanged by the parties herein. It shall not create any ownership, tenancy, leasehold, equitable, or other property interest in the Real Property.

c. Exclusive Occupancy. During the occupancy period, Husband shall have the exclusive right to occupy the Real Property. Husband shall not rent, lease, sublease, assign, license, or otherwise transfer or grant his right of occupancy in the Real Property without Wife's prior written consent. Temporary overnight guests are permitted, provided such stays do not constitute residency.

d. Financial Responsibilities. During the occupancy period, Husband shall timely pay the monthly mortgage payment, including all amounts due for principal, interest, taxes, insurance and escrow, if applicable. Husband shall also be solely responsible for the payment of all utilities, internet, cable or satellite services, garbage collection, HOA dues (if applicable), and any other expenses associated with his occupancy, use, or maintenance of the Real Property. Husband shall timely pay all obligations before they become delinquent. Husband shall indemnify, defend, and hold Wife harmless from any liability, fees, penalties, interest, damage to

credit, or other losses arising from his failure to timely make such payments or otherwise comply with his obligations under this paragraph.

e. Maintenance and Condition of the Real Property. During the occupancy period, Husband shall maintain the Real Property in a clean, safe, and good condition. Husband shall be solely responsible for routine maintenance and for the cost of repairing any damage to the Real Property or its fixtures, systems, appliances, landscaping, or improvements caused by his acts, omissions, negligence, misuse, or failure to maintain the property. Husband shall keep the Real Property in substantially the same condition as it existed at the commencement of his occupancy, ordinary wear and tear expected.

f. Insurance and Casualty. Husband shall promptly notify Wife of any condition requiring a significant repair or of any casualty loss, insurance claim, or event causing material damage to the Real Property. Husband shall fully cooperate with Wife in making any insurance claim and shall not settle any insurance claim without Wife's written consent.

g. Documentation and Inspection. Within thirty (30) days after entry of the Decree of Divorce, at a mutually agreed-upon date and time, Wife shall have the right to inspect the Real Property and photograph and/or video record its condition for purposes of documenting its condition at the commencement of Husband's occupancy. Thereafter, upon providing at least forty-eight (48) hours' prior notice, Wife shall have the right to inspect the Real Property no more than once every six (6) months for the limited purpose of confirming that Husband is complying with the terms herein, including maintaining the Real Property in good condition. Husband shall reasonably cooperate with such inspections.

h. Surrender of Possession. On or before July 31, 2028, Husband shall completely vacate the Real Property, remove all of this personal property, return all keys, garage door openers, access devices, and security codes, and surrender exclusive possession to Wife. The Residence shall be delivered in substantially the same condition as documented pursuant to Paragraph 8(f), ordinary wear and tear excepted. Husband shall leave the Real Property in a broom-clean condition, free of debris and personal property, except for any personal property belonging to Wife.

i. Damage to the Real Property. If Husband fails to maintain the Real Property as required herein or causes damage beyond ordinary wear and tear, Husband shall be solely responsible for the cost of repair or replacement. Wife shall be entitled to seek reimbursement for such damages, together with attorney fees and costs incurred in enforcing this provision.

j. Responsibility After Surrender. Upon Husband's surrender of possession of the Real Property, Wife shall thereafter be solely responsible for all expenses associated with the ownership of the Real Property.

k. Material Breach. Husband's right to occupy the Real Property is expressly conditioned upon his compliance with the obligations set forth in this Section. If Husband materially breaches any provision of this Section, including but not limited to failing to timely make the mortgage payments, failing to maintain the Real Property, committing waste, permitting unauthorized occupants, or refusing reasonable inspections, Wife may petition the Court for immediate termination of Husband's occupancy rights, immediate possession of the Real

Property, and such other relief as the Court deems appropriate, including attorney fees, costs, and damage.

10. Dissipation of marital assets. The parties acknowledge that the division of assets, debts, and other provisions herein reflect a negotiated resolution of all claims relating to the alleged dissipation of marital assets. Accordingly, each party waives any claim against the other for dissipation of marital assets occurring prior to the execution of the Stipulation, except as otherwise expressly provided herein.

DEBTS

11. Debts. The parties have incurred certain debts during the marriage. Except as otherwise specifically provided herein, each party shall be solely responsible for the debts incurred in his or her own name and shall indemnify and hold the other party harmless therefrom. The following joint debt shall be allocated as follows:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Synchrony	\$9,894.50	Husband

a. Synchrony Account. Husband shall be solely responsible for payment of the Synchrony account identified above and shall indemnify, defend, and hold Wife harmless from any liability, collection efforts, attorney fees, interest, penalties, or damage to her credit arising from this obligation.

b. No Additional Joint Debt. Neither party shall incur any additional indebtedness or liability in the name of the other party or on any joint account.

c. Undisclosed Debts. If any debt not disclosed herein is later discovered, the party who incurred such debt shall be solely responsible for its payment and shall indemnify, defend, and hold the other party harmless from any liability associated with such debt.

d. Enforcement. If either party fails to pay a debt allocated to him or her under this section, and the other party is required to make payment or incurs any expense as a result, the paying party shall be entitled to reimbursement for all amounts paid, together with interest, reasonable attorney fees, costs, and any other appropriate relief.

FINANCIAL ACCOUNTS

12. Retirement. Husband has a 401(k) retirement account through CSB Nutrition Corp., with an approximate value of \$124,000. Considering the division of the parties' assets, liabilities, and the other agreements contained herein, Husband shall be awarded all right, title, and interest in and to said retirement account as his sole and separate property, free and clear of any claim by Wife. Husband further represents and warrants that, other than the CSB Nutrition Corp. 401(k) retirement account identified above, he has no other retirement accounts or retirement benefits in which he has any legal or equitable interest. If it is later determined that Husband failed to disclose any retirement account existing as of the execution of the Stipulation, Wife reserves all rights and remedies available under Utah law with respect to such undisclosed asset.

13. Bank/Financial Accounts. During the marriage, the parties acquired various bank and financial accounts. Except as otherwise provided herein, each party is awarded all right, title, and interest in and to the bank and financial accounts held solely in his or her name, free and clear of any claim by the other party. The parties also jointly own a bank account located in Peru. The

parties shall equally divide the funds contained in that account, after payment of any applicable fees or costs, and shall thereafter cooperate in closing the account as soon as reasonably practicable.

MISCELLANEOUS PROVISIONS

14. Former Name. Wife shall be restored to her maiden name of Elsa Victoria Tello if she so desires, this Court will enter an Order of Name Change if necessary.

15. Attorney Fees. Husband shall be responsible for reimbursing Wife for one-half (1/2) of the attorney fees and costs incurred by Wife in connection with this action. Within a reasonable time after entry of the Decree of Divorce and the conclusion of this matter, Wife shall provide Husband with proof of the attorney fees and court costs she has paid. Husband shall reimburse Wife for one-half (1/2) of such amounts within ten (10) days after receiving the documentation.

MUTUAL RESTRAINT

16. Husband and Wife shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. Husband and Wife shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation.

17. Neither party will use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, to post to websites such as Facebook or other social media.

18. All contact and communication between the parties shall be conducted through written electronic means, such as email or text message.

19. 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.

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

21. Arrearages. This resolved 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.

Order is entered on the date and as indicated by the Court's seal on the dop of the first page

APPROVED AS TO FORM:

BIADEMIRO A. MINCHOLA LAZARO

Respondent

Signed electronically with permission via email on [DATE].

NOTICE TO PARTIES

TO: RESPONDENT BIADEMIRO A. MICHOLA LAZARO:

PLEASE TAKE NOTICE that the undersigned, Counsel for Petitioner, will submit the foregoing document 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 Rules of Civil Procedure Rule 7(j).

Dated this 26th day of August 2026.

/s/ Yaiko Osaki Carranza
YAIKO OSAKI CARRANZA
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 September 3, 2026:

Biademiro A. Minchola Lazaro
1292 W. 200 N.
Provo, UT 84601
Email: bml577@hotmail.com

<u> </u>	e-Filing (UCJA Rule 4-503)
<u> X </u>	U.S. Regular Mail
<u> </u>	Facsimile Transmission
<u> X </u>	E-Mail

/s/ NG