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Attorney for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH
137 North Freedom Boulevard, Provo, Utah 84601

<i>In the Matter of the Marriage of:</i> ZULEMA ORTEGA, Petitioner, and, JOE ORTEGA, Respondent.	DECREE OF DIVORCE Case Number 254400783 Commissioner: Marian Ito Judge: Tony F. Graf, Jr.
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THE ABOVE CAPTIONED MATTER came before the Fourth District Court for consideration pursuant to Stipulation, Decree of Divorce and Notice to Submit. Petitioner submitted her affidavit of jurisdiction and grounds. There being on file in the record of these proceedings a Revised Marital Settlement Agreement, and the evidence to establish jurisdiction and the grounds for the divorce having been presented through affidavit, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing, therefore, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony existing between the Petitioner, ZULEMA ORTEGA, and the Respondent, JOE ORTEGA, be the same are hereby dissolved.

2. **Minor Children.** Petitioner and the Respondent are the parents of no minor children and none are expected.

3. **Personal Property.** During the course of the marriage relationship, the parties have acquired personal property. The personal property shall be divided as follows:

Item Description:	Awarded to:
All Furniture, Household Property, Fixtures, and Personal Property Located at Marital Residence	Husband
2007 Honda Repsol Motorcycle	Husband
2017 BMW Motorcycle	Husband
2002 4-Wheeler (ATV)	Husband
2004 Motocross Motorcycle	Husband
GMC Denali	Husband
2014 Jeep	Wife
2014 Toyota 4Runner	Awarded to Parties' Adult Daughter Kelsey Ortega
Horse	Husband
All Personal Property in Wife's Possession	Wife

a. The 2002 Chevrolet Cargo Van and 2009 Range Rover will be sold. The proceeds will be equally divided between the parties after payment of reasonable sale expenses and any valid loan(s) attached to said vehicles.

4. **Real Property.** The parties have acquired the following interests in real property:

- a. a home and real property located at 2770 North Canyon Road, Provo, Utah County, State of Utah ("Marital Residence");
- b. a building lot located at Soldier's Summit, described as Lot 66, Plat C, Spanish Fork, Utah County, State of Utah ("Spanish Fork Canyon Property"); and,
- c. a commercial building located at 346 North University Avenue, Provo, Utah County, State of Utah ("Commercial Property ").

5. **Marital Residence.** Husband will be awarded the Marital Residence and he shall be responsible for the mortgage, property taxes, insurance, maintenance, utilities, and other ongoing expenses upon entry of the Decree of Divorce. The Marital Residence has been appraised at \$575,000.00 and the Wife shall be awarded one-half of the net equity in said property to be calculated by taking the appraised value less the outstanding mortgage or other secured debts against the property, delinquent property taxes, recorded liens, and other agreed amounts properly chargeable against the property. Husband shall pay Wife her one-half equity share in the Marital Residence from Husband's share of the Commercial Property proceeds as described below.

6. **Commercial Property.** The Commercial Property is under contract to be sold at approximately \$1,100,000.00. When this property is sold, the gross sale proceeds shall first be used to pay the mortgage or other secured debt, valid liens, property taxes attributable to the property, commissions, closing costs, and other customary expenses of sale. The remaining net proceeds shall then be equally divided

between Husband and Wife. From Husband's net proceeds he will be required to pay Wife her equity interest in the Marital Residence as described above, and after Wife is fully paid her Marital Residence equity interest, Husband will be disbursed his remaining net proceeds from the Commercial Property.

7. **Spanish Fork Canyon Property.** Husband and Wife shall each continue to jointly own a 50% interest in the Spanish Fork Canyon Property. The parties shall continue to jointly maintain and each pay fifty percent (50%) of the agreed mortgage or loan payments, property taxes, assessments and necessary expenses associated with the property. Neither party shall sell, transfer, refinance, mortgage, or otherwise encumber the other party's interest without the other party's written agreement or further order of the court.

8. **El Gallo Giro Business Name and Goodwill.** The parties currently operate a business under the name of El Gallo Giro. The business name, trade name, trademark rights, goodwill, and ownership rights associated with "El Gallo Giro" shall be awarded exclusively to Husband.

9. Husband shall have the sole and exclusive right to own, use, license, assign, and operate under the name "El Gallo Giro," subject to any rights of third parties that are not owned by either party. Wife relinquishes and waives any ownership interest or claim to the name "El Gallo Giro," its goodwill, future business operations, future licensing opportunities, and future proceeds, except for the specific monthly payment described below.

10. The parties acknowledge that the El Gallo Giro restaurant located in Orem, Utah, operated by Pablo Salomon, currently pays \$2,500.00 per month for use of the business name. This payment shall continue to be divided equally with both Husband and Wife each receiving \$1,250 per month. Except for this specific monthly payment, Wife shall have no ownership interest, claim, royalty, licensing fee, or other right to future income or proceeds from the name "El Gallo Giro."

11. **Joint Marital Business Entities, Debts, and Tax Liabilities.** The parties acknowledge that during the marriage there were business entities and business obligations associated with both parties, including Gallo Giro and the entities identified by the parties as Magnolia LLC and Joz Enterprises.

12. All debts, tax liabilities, penalties, interest, and other financial obligations incurred during the marriage and existing as joint obligations of the parties, or incurred for jointly owned or jointly operated marital businesses, shall be treated as marital obligations and shall be paid equally, fifty percent (50%) by Husband and fifty percent (50%) by Wife, as between the parties. This includes, without limitation, known or later-identified unpaid business taxes, sales taxes, payroll or employment taxes, income taxes attributable to jointly owned marital businesses, corporate or LLC obligations, and other debts incurred during the marriage in both parties' names or for jointly owned or jointly operated businesses.

13. The parties shall cooperate in good faith to identify and resolve these obligations and shall provide each other with reasonably available records necessary to determine and pay them. If either party pays more than that party's agreed fifty-percent

(50%) share of a covered marital obligation, the other party shall reimburse the paying party for the other party's fifty-percent (50%) share. The purpose of this provision is that neither party should bear alone the financial burden of marital debts or tax obligations incurred during the marriage as joint obligations or for jointly owned or jointly operated marital businesses.

14. A debt or tax liability incurred solely by one party after separation, without the other party's agreement, shall remain the sole responsibility of the party who incurred it, except to the extent a third party's rights or an existing joint obligation provides otherwise.

15. Nothing contained herein is intended to release either party from liability to the IRS, the State of Utah, a lender, creditor, taxing authority, or other third party. The allocation stated here is an agreement between the parties and is enforceable between them to the extent permitted by law.

16. **Magnolia LLC and Joz Enterprises**. The parties specifically acknowledge Magnolia LLC and Joz Enterprises because the parties understand that these entities may have been established or operated during the marriage with both parties' names or interests associated with them. Any debts, taxes, penalties, interest, loans, accounts payable, or other obligations of these entities that arose during the marriage and constitute joint marital obligations shall be handled under as described in paragraphs 12 and 13 herein. Neither party shall intentionally transfer, conceal, or dispose of marital business assets for the purpose of avoiding a marital debt or tax obligation.

17. **Alimony.** Neither party shall pay alimony or spousal support to the other. Each party waives any present or future claim for alimony to the extent permitted by Utah law.

18. **Cooperation.** Each party shall sign documents reasonably necessary to carry out the terms of the Decree of Divorce, including deeds, titles, closing documents, business documents, and other transfer documents.

****EXECUTED and ENTERED by the Court
as indicated by the date and seal at the top of Page 1.****

Approved as to Form:

/s/ Joe Ortega
Joe Ortega, Respondent
(electronically signed with email permission)