The Order of the Court is stated below:
Dated: November 06, 2026 01:07:17 PM **/s/** KRAIG POWELL
District Court Judge

Yaiko Osaki Carranza, No. 10068
MOODY BROWN LAW
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300
Fax: (801) 356-8400
Email: ycarranza@moodybrown.com

Attorneys for Melanie Jackeline Linco

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: MELANIE JACKELINE LINCO Petitioner, and IVAN ALEXIS FERNANDEZ, Respondent.	**DECREE OF DIVORCE** Civil No. 264401644 Judge Kraig Powell Commissioner Dustin Hardy

THIS MATTER comes before the above-referenced Court by way of Petitioner Melanie Jackeline Linco'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. Petitioner, Melanie Jackeline Linco ("Melanie," "Wife," or "Mother"), and Respondent, Ivan Alexis Fernandez ("Ivan," "Husband," or "Father"), have each been bona fide residents of Utah County, State of Utah, for more than three (3) months immediately preceding the filing of this action.

3. Marriage Statistics. Husband and Wife were married on September 26, 2012, in Buenos Aires, Argentina, and are currently married. The parties separated on or about February 1, 2026.

4. 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

5. Children. The parties are the parents to two minor children, to wit:

NAME	MONTH/YEAR OF BIRTH
I.L.F.L.	September 2015
M.V.F.L.	June 2019

CUSTODY/PARENTING PLAN

6. Custody. The parties shall be awarded joint legal and joint physical custody of the minor children of the parties.

a. Regular Parent Time. The parties will exercise equal (50/50) parent-time with the minor children as they may mutually agree. If the parties are unable to agree upon a different schedule, they shall exercise parent-time pursuant to Utah Code Ann. §81-9-305, with Melanie exercising

physical custody of the minor children from Monday morning until Wednesday morning, and Ivan exercising physical custody from Wednesday morning until Friday morning. The parties will alternate weekends, with parent-time beginning Friday morning and ending Monday morning. Parent-time exchanges shall occur at the time school begins, with delivery of the children to school. If school is not in session, exchanges shall occur at 9:00 a.m. School exchanges are preferred whenever possible. When school is not in session, the parent beginning his or her custodial period shall pick up the children from the other parent's residence, unless the parties otherwise agree.

b. Holidays. The parents will follow U.C.A. §81-9-303 for the holiday schedule with Melanie being designated as the custodial parent for purposes of following the holiday schedule only. The parties specifically agree that the Juneteenth holiday shall not apply and shall be removed from the holiday schedule.

Utah Holidays According to Utah Code §81-9-303

Holiday and Time	**Years Ivan is granted the holiday**	**Years Melanie is granted the holiday**
Dr. Martin Luther King Jr. Day (1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	**Odd years**	**Even years**
President's Day (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	**Even years**	**Odd years**
Spring Break (1) Holiday begins: (a) at the time that school is dismissed for spring break; or	**Odd years**	**Even years**

(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. 2) Holiday ends upon delivering of the minor child to school on the day that school resumes.		
Memorial Day (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8:00 a.m. on the day following Memorial Day if there is no school.	**Even years**	**Odd years**
Mother's Day (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	**Mother**	**Mother**
Father's Day (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	**Father**	**Father**
Independence Day 1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	**Odd years**	**Even years**
Pioneer Day (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	**Even years**	**Odd years**
Labor Day (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	**Odd years**	**Even years**
Fall Break 1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	**Odd years**	**Even years**
Halloween 1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	**Even years**	**Odd years**
Thanksgiving 1) Holiday begins at: (a) the time school is dismissed for Thanksgiving; or	**Even years**	**Odd years**

(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. upon delivering of the minor child to school on the day that school resumes.		
Winter Break (First half) (1) Holiday begins at: (a) the time school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	**Odd years**	**Even years**
Winter Break (Second half) (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes after winter break.	**Even years**	**Odd years**
Day of Minor Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	**Even years**	**Odd years**
Day before or after Minor Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	**Odd years**	**Even years**

c. Extended Parent Time. For extended summer parent-time with the children, each party is entitled to two consecutive weeks of uninterrupted parent-time with the children, when school is not in session for summer break.

i. Notification of extended parent time Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break. In odd-numbered years Ivan shall provide notice to Melanie by May 1st and Melanie shall provide notice to Ivan by May 15th; In even-numbered years, Melanie shall provide notice to Ivan by May 1st, and Ivan shall provide notice to Melanie by May 15th. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

PARENTING PLAN

7. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code §81-9-202 as the binding Parenting Plan. In addition, the parties shall be bound by the following:

a. The parents shall advise and consult with one another in good faith regarding the children's emotional and physical health and well-being, all non-emergency medical, dental, psychological, and therapeutic care, and all other major decisions affecting the children, including education, religious upbringing, daycare, general welfare, and significant disciplinary matters. In making such decisions, the parties shall identify the issue, discuss possible solutions, and, when appropriate, obtain the input of qualified professionals, healthcare providers, educators, therapists, or counselors to assist them in reaching an informed decision that is in the children's best interests. The parties shall make reasonable efforts to reach agreement on all major decisions. If, after good-faith consultation, the parties are unable to reach an agreement, they shall participate in mediation before seeking relief from the Court.

b. Both parties shall have access to the children's school, church, and other records and shall include the other party as the 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 are entitled to attend and participate fully;

c. Special consideration should be given by each parent to make the children available to attend family functions including funerals, wedding, 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.

d. The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party has the option of attending the special event if possible. For any event that is not posted online, each party will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child(ren) are participating or being honored, and both parties are entitled to attend and participate fully. The parties will share passwords for any school website so each can access events and school work online.

e. Educational Plan. In accordance with U.C.A. 81-9-203(11), the parents both have authority to make educational decisions for the children. Melanie shall be designated as the residential parent for purposes of identifying the appropriate school for where the children will attend school. Both parents will have access to a child during school and authority to check a child out of school for healthcare or other reasonable circumstances on his or her parent time day.

f. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

g. Both parties are ordered to provide to the other party the name, address and telephone number of every educational institution the children attend, as well as the name, address and telephone number of all providers of extracurricular activities and an identification of those

activities. Furthermore, the parties are ordered to update this information when any new or different educational institutions are attended by the children, or any different extracurricular activities are engaged in. The parties will notify all providers that each party shall be given separate notice of any and all communications from the education providers to the parties.

h. Neither parent will harass, intimidate, manipulate, pressure, coerce, or attempt to control the other parent regarding parenting decisions or other issues relating to the children. The parties will communicate in a civil and respectful manner and will not use threats, guilt, intimidation, repeated unwanted communications, or manipulation to influence the other parent's decisions or conduct. All communications between the parties will be limited to matters reasonably related to the children.

i. For emergency purposes, when traveling with the minor children, the parties will give all information required by Utah Code § 81-9-202(19), to wit: (1) an itinerary of travel dates; (2) destinations; (3) phone numbers where the children or traveling parent can be reached; and, (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

j. Each parent shall permit and encourage reasonable, uncensored, and unmonitored communication between the minor children and the other parent during reasonable hours. Both parents may initiate phone calls with the children at reasonable times. The minor children may communicate with either parent at any reasonable time.

k. Either parent may make emergency decisions regarding the health or safety of the children.

l. The parent, with whom the children are residing at the time, will make day-to-day decisions regarding the care, control and discipline of the parties' children.

m. The parties shall notify the other parent of any change of address, email address, and phone number within 24 hours of the change;

n. Each parent will have first option to provide care for a child over any other third party if the parent responsible for a child is not available during their custodial time, for a time frame of at least an overnight or longer, and the other parent is personally available and willing to provide the care and the transportation.

o. Each parent will notify the other parent of significant illnesses the child(ren) may have when they are at each parent's individual homes.

p. Ivan shall maintain possession of the passport for I.L.F.L., and Melanie shall maintain possession of the passport for M.V.F.L. The parties acknowledge that I.L.F.L.'s passport has been lost and will cooperate in obtaining a replacement passport. Upon issuance, Ivan shall maintain possession of I.L.F.L.'s replacement passport. If either parent intends to travel with the children and requires both passports, the parent in possession of the other child's passport shall provide it to the traveling parent no later than fourteen (14) days before the scheduled departure date. The traveling parent shall return the passport to the parent designated to maintain possession within seven (7) days after the children's return. While the parties and the minor children remain in nonimmigrant visa status and the children are not lawful permanent residents or citizens of the United States, neither parent shall remove the children from the United States or travel internationally with the children without the prior written consent of the other parent or further

order of the Court. Neither party shall unreasonably withhold consent to the children's international travel.

q. Relocation. Neither party shall relocate his or her primary residence more than thirty (30) miles from the other parent's primary residence without the prior written agreement of the parties or further order of the Court. A party proposing to relocate shall provide the other party with at least sixty (60) days' prior written notice of the proposed relocation. Upon receipt of the notice, the parties shall confer in good faith and make reasonable efforts to reach an agreement regarding any necessary modifications to parent-time and the children's schedule. If the parties are unable to reach an agreement, they shall participate in mediation before seeking relief from the Court.

r. OurFamilyWizard. The parties shall enroll in and begin using the OurFamilyWizard (OFW) application no later than August 31, 2026, as their means of communication regarding the minor children. Each party shall be responsible for his or her own subscription fees and any associated costs. All communications regarding the children, including scheduling, parent-time, medical issues, educational matters, reimbursement requests, and other co-parenting matters, shall be made through OFW. The parties shall communicate respectfully, courteously, and in good faith. Each party shall keep the OFW ToneMeter feature enabled and shall make a good-faith effort to review and revise any communication identified by the ToneMeter as emotionally charged, hostile, or otherwise inappropriate before sending the communication. The parties shall review and respond to communications within a reasonable time, absent exigent circumstances,

and neither party shall delete, alter, or otherwise interfere with communications or information maintained within the OurFamilyWizard application.

CHILD SUPPORT

8. Child support. Father is employed full time and earns approximately $3,337.00 per month. Mother is likewise employed full time and earns approximately $3,120 per month. Pursuant to Utah Code §81-6-206(7), for purposes of calculating child support only, Mother, as the parent with the lower monthly adjusted gross income, shall be deemed to exercise 183 overnights annually, and Father shall be deemed to exercise 182 overnights annually. Using the joint physical custody child support worksheet, Father's child support obligation is $35.00 per month, commencing August 1, 2026.

a. Reduction When Child Becomes 18. In accordance with U.C.A. §81-6-213, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

b. Time and Method of Payment. Father shall make said child support payments to Mother, one-half on or before the fifth day of each month and one-half on or before the twentieth day of each month. Mother is allowed to implement automatic income withholding procedures through

the State of Utah, Office of Recovery Services.

CHILD CARE AND EXTRACURRICULAR ACTIVITIES

9. Child Care Expenses. The parties will adopt U.C.A. §81-6-209 for division of childcare expenses, as follows:

a. Each parent will equally share the reasonable work-related child care expenses for the minor children.

b. If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

c. A parent who incurs child care expense will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parties will pay their share of the child care within 30 days of receipt of verification that expenses were incurred.

d. The parent will notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.

10. Extra-curricular Activities. The parties will equally divide the cost of extra-curricular activities for the minor children so long as the parties have mutually agreed to the activity in

writing prior to a child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling a child in extra-curricular activities will not interfere with the other party's parent-time unless the parties mutually agree.

11. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

INSURANCE

12. 1Medical/Dental Expenses. In accordance §81-6-208, the court will order that insurance for the medical expenses of the minor children be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor children as defined by §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.

a. 2Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium

is a per capita share of the premium actually paid. The premium expenses for the child will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

b. 3Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 4The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. 5The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

e. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsection (d).

f. 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 Petitioner will be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent will be secondary coverage for the dependent children. 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

g. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

TAXES/TAX CREDIT

13. Child Tax Benefits. Beginning with the 2026 tax year, the parties shall equally divide all child-related tax benefits for the minor children, including any federal or state credits, exemptions, advance payments, stimulus payments, or similar benefits associated with claiming a child.

a. So long as there are two minor children eligible to be claimed, each party shall claim one child each tax year. Melanie, shall claim M.V.F.L. in even-numbered tax years and I.L.F.L. in odd-numbered tax years. Ivan shall claim I.L.F.L. in even-numbered tax years and M.V.F.L. in odd-numbered tax years.

b. Once only one child remains eligible to be claimed as a dependent, Ivan shall claim the child in odd-numbered tax years, and Melanie shall claim the child in even-numbered tax years.

c. A party obligated to pay child support may claim a child as a dependent only if that party is current on all child support obligations as of December 31 of the applicable tax year.

ALIMONY

14. Alimony. Husband and Wife are each capable of supporting himself and herself; and, therefore, neither will be awarded alimony.

PROPERTY

15. Rental Lease Agreement. During the marriage, the parties entered into a residential lease agreement for the residence currently occupied by Melanie, which is scheduled to expire in July 2027. Effective immediately, Melanie shall have the exclusive right to occupy the premises and shall be solely responsible for the timely payment of all rent, utilities, fees, and any other obligations arising under the lease. Melanie shall indemnify and hold Ivan harmless from any liability, claim, expense, or obligation arising under the lease.

a. Within six (6) months after entry of the Decree, Melanie shall use her best efforts to enter into a new lease agreement in her sole name, thereby releasing Ivan from any liability under the current lease. If, despite Melanie's good-faith efforts, Ivan remains liable under the current lease

and is required to pay any rent, fees, deficiencies, or other amounts arising under the lease, Melanie shall reimburse Ivan for all such amounts within thirty (30) days after receiving reasonable proof of payment. If Melanie fails to timely reimburse Ivan, she shall promptly sell the 2009 Honda Odyssey and use the net proceeds from the sale to satisfy her reimbursement obligation to Ivan, to the extent necessary.

16. Personal Property. During the marriage, the parties acquired various items of personal property. The parties represent that they have divided all items of personal property to their mutual satisfaction. Each party is awarded all personal property currently in his or her possession, free and clear of any claim by the other, except as otherwise specifically provided herein.

17. Vehicles. During the marriage, the parties acquired certain motor vehicles. Pursuant to the parties' agreement, Melanie is awarded the 2009 Honda Odyssey, together with any associated equity, subject to any indebtedness thereon, and shall be solely responsible for any loans, taxes, insurance, registration, maintenance, and other expenses associated with the vehicle, and shall hold Ivan harmless therefrom. Ivan is awarded the 2011 Honda CRV, together with any associated equity, subject to any indebtedness thereon, and shall be solely responsible for any loans, taxes, insurance, registration, maintenance, and other expenses associated with that vehicle, and shall hold Melanie harmless therefrom. Within ten (10) days after the execution of the Stipulation, Ivan shall execute and deliver all documents reasonably necessary to transfer title to the 2009 Honda Odyssey to Melanie.

18. Real Property. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

BUSINESS INTERESTS

19. Business Interests. Husband and Wife have not acquired business interests during the marriage.

DEBTS

20. Debts. During the marriage, the parties incurred certain marital debts. Except as otherwise specifically provided herein, each party shall be solely responsible for the debts assigned to him or her below, shall timely pay such debts, and shall indemnify, defend, and hold the other party harmless from any liability, claim, collection action, attorney fees, costs, penalties, or damages arising from the nonpayment thereof:

Creditor	***Approx. Balance***	***Obligation of:***
IRS Tax debt (2024 Tax Year)	$713.19	One-half (½) each
IRS Tax debt (2025 Tax Year)	$979.55	One-half (½) each
Debt owed to Melanie's father and mother	$9,564	One-half (½) each
Debt to Ivan's Mother	$1,000	One-half (½) each
Milo's Dental Expenses	$872	One-half (½) each
Milo's medical expenses (psychological assmt)	$669	One-half (½) each
Ian's medical expenses (psychological assmt)	$850	One-half (½) each
Immivisa Law Group	$2,175.53	Ivan

a. With respect to the IRS tax debts for tax years 2024 and 2025, and Milo's dental expenses, the accounts are solely in Ivan's name. Melanie shall reimburse Ivan for her one-half (½) share of each monthly payment in sufficient time to allow Ivan to make the payment by its applicable due date. Ivan shall provide Melanie with reasonable documentation of the amount

due upon request, and Melanie shall timely remit her share to Ivan. Ivan shall remain responsible for making all payments directly to the creditors.

b. With respect to the debt owed to Melanie's parents, which the parties acknowledge has an approximate outstanding balance of $9,564.00 as of the date of the Stipulation, the parties agree that, as between themselves, each party shall be responsible for one-half (½) of the indebtedness. Repayment of this debt shall commence after the other outstanding debts allocated between the parties under the Stipulation have been paid in full. Nothing herein shall alter or affect the rights of Melanie's parents as creditors. The parties shall cooperate in good faith with one another and with the creditors to arrange for repayment of the debt.

c. Neither party will incur any additional liability on joint credit cards or any joint accounts.

d. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and should hold the other party harmless therefrom.

e. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

f. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court’s division of debts, obligations, or liabilities, and regarding the parties’ separate current addresses.

g. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

FINANCIAL ACCOUNTS

21. Bank Accounts. The parties shall be awarded the bank accounts in their own names. The parties do not have any joint or marital bank accounts.

22. Retirement. The parties represent that neither has any significant retirement or pension benefits. To the extent either party has any retirement account, pension, 401(k), IRA, or other retirement benefit, whether through employment or otherwise, each party is awarded all right, title, and interest in his or her own retirement accounts, free and clear of any claim by the other.

MUTUAL RESTRAINT

23. Ivan and Melanie shall be restrained from speaking derogatorily about the other parent 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 which would tend to diminish the love and affection of the children for the other parent. Ivan and Melanie shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. The parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing

under this paragraph, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the children from such circumstances.

24. The parties shall not disparage one another on social media or in any other public forum. Neither party shall use the other's name, likeness, photograph, personal identifying information, or credit for personal gain or for the purpose of obtaining credit, opening accounts, acquiring goods or services, or engaging in any fraudulent or unauthorized activity. The parties shall not post, publish, or share on social media or any other public platform any comments, photographs, recordings, or information concerning the other party or these divorce proceedings that are intended to harass, embarrass, disparage, or invade the privacy of the other party.

MISCELLANEOUS PROVISIONS

25. Former Name. Melanie shall be restored to her former name of Melanie Jackeline Linco. The Court will also enter an Order of Name Change, if needed.

26. Attorney Fees and Litigation Costs. Husband and Wife should be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

27. The Respondent understands that Yaiko Osaki Carranza represents the Petitioner and does not represent him.

28. 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.

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

30. The Stipulation of the parties became effective once signed by all parties.

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

APPROVED AS TO FORM:

/s/ Ivan Fernandez / September 21, 2026
IVAN ALEXIS FERNANDEZ / DATE
Respondent
Signed electronically with permission via email from Respondent

NOTICE TO PARTIES

TO RESPONDENT IVAN ALEXIS FERNANDEZ:

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 17th day of September 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 22, 2026:

Ivan Alexis Fernandez	__	e-Filing (UCJA Rule 4-503)
Email: ivan.alexis.fernandez@gmail.com	___	U.S. Regular Mail
	__	Facsimile Transmission
	X	E-Mail

/s/ YOC