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**IN THE SECOND JUDICIAL DISTRICT COURT OF
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of PEDRO J. AVILES, Petitioner, vs. DIANA C. GUTIERREZ, Respondent.	DECREE OF DIVORCE Case Number 264700259 Judge Michael D. Direda Commissioner Julie Winkler
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This matter came before the court on the affidavit testimony of Petitioner and the default of Respondent. Having previously set forth its Findings of Fact and Conclusions of Law, the Court now makes and enters the following:

DECREE OF DIVORCE

Petitioner is hereby awarded a Decree of Divorce against Respondent, the same to become final upon entry.

CHILDREN. There have been no children born to Petitioner and Respondent as issue of this marriage and none are expected. Accordingly, there are no issues to resolve with regard to custody, visitation, child support and the like.

ALIMONY. Neither party is awarded alimony from the other. Each party waived his/her right to claim spousal support from the other now or in the future.

REAL PROPERTY. The parties acknowledged that they have not acquired real property during their marriage. Petitioner is awarded his pre-marital Syracuse home free and clear of any claim by Respondent.

RETIREMENT AND PENSIONS. Each party is awarded his/her own pensions and retirement assets, free of any claims against the pensions or retirement assets of the other.

LIFE INSURANCE. If either party owns a life insurance policy or an annuity contract, that policy owner: (i) has reviewed and updated, where appropriate, the list of beneficiaries; (ii) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (iii) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

PERSONAL PROPERTY. During the course of the marriage the parties have not acquired personal property. The parties have not resided together or otherwise combined their separate premarital personal property items. Each party is hereby awarded all of his/her premarital personal property items free of any claim by the other.

DEBTS. During the course of the marriage the parties have not incurred joint debts and obligations. Each party shall assume and shall pay his/her own debts in his/her own name. Each party shall defend, indemnify and hold the other party harmless from any and all debts in his/her name.

ATTORNEY'S FEES AND COSTS. Respondent shall reimburse Petitioner \$416 as and for one-half of the attorney's fees and costs he has incurred in this action.

VOLUNTARY AND KNOWLEDGEABLE EXECUTION. Each of the parties, after full opportunity to consult with legal counsel, acknowledged that he/she had voluntarily entered

into their Stipulation and Property Settlement Agreement with knowledge of its legal implications and consequences. Respondent specifically acknowledged that David J. Peters, attorney for Petitioner, represented only Petitioner in this matter and did not represent her in any capacity or for any purpose.

ADDITIONAL DOCUMENTS. Each of the parties shall sign all papers, documents, titles, deeds and any other document necessary to effect any of the provisions hereof.

- JUDICIAL SIGNATURE WILL APPEAR AT THE TOP OF THIS DOCUMENT -

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026 I caused a true and correct copy of the foregoing document to be efiled/mailed, addressed as follows:

Diana C. Gutierrez
Email: pamedianorlan@gmail.com

/s/ David J. Peters
David J. Peters

NOTICE

Pursuant to Rule 7(j), Utah Rules of Civil Procedure, this order is served upon you as the proposed order to be entered by the court. Unless you file objection to it, this order will be submitted to the court for entry, after the 30 day waiting period, on March 26, 2026.