

The Order of the Court is stated below:

Dated: May 04, 2026  
03:27:41 PM

/s/ RONALD G. RUSSELL  
District Court Judge



Jeremy B. Atwood, (#11859)  
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Attorney for Petitioner

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IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR DAVIS COUNTY, STATE OF UTAH  
800 West State St., Farmington Utah 84025

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In the matter of the marriage of:

NICOLE LYNN GARCIA  
Petitioner,

and

ORLANDO GARCIA  
Respondent.

**DECREE OF DIVORCE**

Civil No.: 254701509  
Judge: Ronald Russell  
Commissioner: Julie Winkler  
Tier 4 Domestic Case

THE ABOVE-ENTITLED MATTER, having been properly filed with the Court; the Petitioner being represented by and through her attorney, Jeremy B. Atwood, the Respondent being represented by and through his attorney Jonathan Porter; the parties having entered into and having executed a Settlement Agreement, the same also being on file with the Court; the Court having had the opportunity to review the Agreement, and the same appearing to be fair and reasonable under the circumstances; all other related matters having been submitted to the Court; and the Court being fully advised on the premises and the Findings of Fact and Conclusions of Law having been filed separately and in writing, now therefore:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:**

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences from the other, the same to become effective immediately upon signing an entry.
2. The parties are bound by the terms of the Agreement and the resulting orders as of 4/27/26; they entered into the Agreement and the resulting orders free from coercion, duress, undue influence, or impairment caused by any prescription drug or medicine or other drugs or alcohol. Each party's mental or cognitive abilities and functions were not impaired by reason of any mental, emotional or psychological illness, impairment or condition and that they both were represented by competent legal counsel during the negotiations and creation of the Agreement and the resulting orders.
3. The Agreement and the resulting orders are a fair and equitable settlement of all claims and issues in this case, and they supersede any and all prior agreements both verbal and written.
4. No modification or waiver of any of the terms of the Agreement or the final orders shall be valid unless in writing and signed by the parties, resulting in a Modified Order that is signed by the court. No waiver of any subsequent breach or default thereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
5. Each party must cooperate with the other, through counsel or otherwise, to ensure that this Agreement and the final orders are carried out in every detail.

**JURISDICTION AND VENUE**

6. The Petitioner was an actual and bona fide resident of Davis County, State of

Utah for at least three (3) months immediately prior to the commencement of this action.

7. The Petitioner and Respondent are wife and husband respectively, having been married on or about the 14<sup>th</sup> day of October 2017 in Weber County, State of Utah.

8. The Petitioner is not receiving public assistance from the State of Utah in the nature of Medicaid, food stamps, or subsidized housing.

### **CHILDREN**

9. No minor children were born to the parties during the marriage, and no children are now expected.

### **ALIMONY**

10. The parties are capable of supporting themselves financially and therefore neither party shall be granted alimony from the other now or in the future with both parties having forever waived any and all rights to such payments.

### **REAL PROPERTY**

11. During the marriage, the parties have accumulated the following real property:

a. Marital home located at: 2440 Deer Run Drive, South Weber, Utah 84405.

The home must be put on then market and sold using Tami Snyder. The equity from the sale of the property must first be used to pay off the parties' chapter 13 bankruptcy (case# 13184771) debt so the bankruptcy can be closed out. The balance of the equity realized from the sale of the home shall be split equally between the parties (except as otherwise outlined below).

### **PERSONAL PROPERTY**

12. The Petitioner and Respondent have accumulated marital property, and such property shall be divided equally between them as they can agree in writing.

a. Specifically, the Petitioner shall be entitled to: (1) her items in cold storage room, the Harry Potter room, and the get ready room, which she will pick up from the marital home on May 2<sup>nd</sup> @ noon; (2) \$5,000 for the difference in value of the Respondent's share of the Petitioner's retirement and the Petitioner's share of the Respondent's vehicles, taken from the Respondent's share of the home equity; (3) the assets currently in her possession; (4) the financial accounts that are in her sole name; and (5) monthly updates in the form of pictures and status information (given to her through the Respondent's family) regarding the parties four (4) dogs, with notice if any of the dogs pass away and a copy of the paw print of any dogs who passed away.

b. Specifically, the Respondent shall be entitled to: the 2022 Audi S5, the 1955 Bell Air, the assets currently in his possession (other than the items listed under the Petitioner's list above), the financial accounts that are in his sole name, and the parties four (4) dogs (with the understanding that the monthly updates as outlined above will be provided).

13. The parties agree that if the Respondent determines he is unable to take care of the parties four (4) dogs at any point, that he will give the Petitioner the first opportunity to take the dogs prior to any other option being taken.

14. Each party must pay for any and all expenses associated with their own personal property and the property granted to them and that they will hold the other party harmless for such.

### **RETIREMENT**

15. The Petitioner should each be entitled to her retirement accounts as part of the

parties' global settlement in this case. The Respondent represents that he does not have any retirement accounts. If it is found that the Respondent did have such accounts, the Petitioner shall have the right to bring that issue before the court for reasonable compensation.

### **DEBTS AND OBLIGATIONS**

16. The parties have accumulated marital debt that is to be paid off through the home equity as outlined above. However, until the home is sold and the bankruptcy finalized, the parties will continue to each pay ½ of the monthly bankruptcy payments.

17. All other debts that were not part of the parties' bankruptcy must be paid by the party who incurred them and they must hold the other party harmless for and indemnify them against prosecution of any such debt.

### **ATTORNEY FEES**

18. The parties shall be responsible for their own attorney's fees and court costs.

### **MISCELLANEOUS PROVISIONS**

19. Each party are permanently restrained from bothering, harassing, annoying, threatening, or harming the other. The parties shall not malign or defame the other, on social media or otherwise. The parties shall not interfere with the lives or relationships of the other, or with family members of the other party. The parties each have an affirmative duty to stop third parties from doing what they themselves are unable to do under the court's orders

20. Each party is ordered to execute and deliver to the other party any document(s) necessary to implement the provisions of the Decree of Divorce entered by the Court.

21. If a party is found in contempt of court for failing to follow the court's orders,

they will be solely responsible for the costs and attorneys' fees of the other party for having to bring the issue of enforcement to court.

22. Draftsman: The parties understand, have acknowledged, and agreed that each of the parties contributed to the drafting of the Settlement Agreement and the resulting orders, and no provision shall be construed against any party as being the draftsman thereof. The Settlement Agreement and the resulting orders shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. The parties have specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

**\*\*\*\*\*END OF ORDER\*\*\*\*\***

**ENTERED BY THE COURT ON THE DATE AS INDICATED  
BY THE COURT'S SEAL ON THE TOP OF THE FIRST PAGE.**

APPROVAL AS TO FORM:

/s/ Jonathan Porter  
Electronic signature by Jeremy B. Atwood  
with permission from Jonathan Porter,  
Attorney for Respondent