

The Order of the Court is stated below:

Dated: May 15, 2026
03:01:01 PM

/s/ RONALD G. RUSSELL
District Court Judge



WILLIAM M. FONTENOT, #11646
MEGAN ARNOLD, #20031
FONTENOT LAW P.C.
1596 S. 500 W. Suite #200
Woods Cross, Utah 84010
Tel: (801) 312-9330
Fax: (801) 383-9612
wf@utahlawpro.com
meg@utahlawpro.com
Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT – FARMINGTON
IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

DENISE GONZALEZ,

Petitioner,

and

JONATHAN GONAZLEZ,

Respondent.

DECREE OF DIVORCE

Case No. 254701577

Judge: Ronald Russell

Commissioner: Julie Winkler

Petitioner, Denise Gonzalez (“Denise” or “Petitioner”), commenced this divorce action against Respondent, Jonathan Gonzalez (“Jonathan” or “Respondent”) with the filing of her *Verified Petition for Divorce* on October 13, 2025. The Court has received the parties’ written *Settlement Agreement* filed herewith, which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, CHILD, JURISDICTION AND VENUE

1. Denise and Jonathan¹ are husband and wife, having been married in Los Angeles, Los Angeles County, State of California on August 2, 2013. The parties are presently married.
2. Denise is a *bona fide* resident of Davis County, State of Utah and has been for all of the three consecutive months immediately preceding the commencement of this divorce action. The parties lived together as husband and wife in Utah County, State of Utah prior to their separation. This Court has jurisdiction over the parties and the subject matter of this case, and venue properly lies in this Court.
3. This Court has jurisdiction over the parties and the subject matter of this case, and venue properly lies in this Court.
4. The parties are the natural parents of two (2) minor children, M.G. born 06/20/2014, and J.G. born 04/02/2019. The parties' children have lived in Utah for all of the six consecutive months immediately preceding the commencement of this divorce action. Denise is not pregnant, and no additional children are expected to be born as issue of this marriage. Utah is the children's home state under the Uniform Child Custody Jurisdiction & Enforcement Act and the Uniform Interstate Family Support Act. Utah is the children's place of habitual residence under the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction. Utah has jurisdiction over child custody, parent-time, and child support issues in this case.
5. The parties are presently married and are obtaining a divorce. During the course of the marriage Jonathan was convicted for a felony, and the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. The Court shall enter a final decree of divorce between the parties based on the

¹ Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit. *Janson v. Janson*, 2019 UT App 106.

conviction of the Respondent for a felony pursuant to Utah Code Ann. § 81-4-405(f). In the alternative, decree of divorce shall be granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. § 81-4-405(h).

PHYSICAL CUSTODY AND PARENT-TIME

6. Petitioner shall be awarded sole physical custody of the minor children.
7. Respondent shall be awarded parent-time as the parties can agree, but in the event of no agreement, pursuant to Utah Code Ann. § 81-9-209.

LEGAL CUSTODY AND PARENTING PLAN

8. Petitioner shall be awarded sole legal custody of the minor children; however, the parties shall abide by the *Parenting Plan* set forth below. While Denise has sole legal custody of the minor children, Jonathan may continue to have access to the children's school, church, and other records, however, he shall have no decision-making authority. Denise shall have no obligation to ensure that Jonathan is informed of any legal decisions regarding the minor children.

PARENTING PLAN

Sole Legal Custody and Decision-making Authority

9. Sole Legal Custody. Denise shall have sole legal custody. Denise shall have access to the child's school, church, and other records. Denise shall include Jonathan as a parent on such records for the sole purpose of allowing Jonathan to be informed of such records. Any and all emergency decisions and major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be made solely by Denise. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

10. School Decisions. The children shall continue to attend their current schools and feeder schools, unless otherwise determined by Denise. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

Communication

11. The parties shall not use their children to deliver messages.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

Residential Provisions

13. Denise's residence shall be designated as the primary resident of the minor children, and the children shall attend the school located in the designated boundary of Denise's residence.

Miscellaneous Parenting Provisions

14. Relocation. If either party moves more than 150 miles from their current residence at the time of this Stipulation and Settlement Agreement, the parties shall be bound by the 60-day notice requirements and parent time responsibilities of Utah Code § 81-9-209.

15. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this parenting plan, they shall consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the child. After having obtained and exchanged all of the relevant information and gotten the opinion of any relevant

subject matter experts, if the Parties are unable to agree, Denise shall have final decision-making authority. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney fees and financial sanctions to the prevailing parent. Preference shall be given to the provisions in this parenting plan; however, the district court has the right of review from the dispute resolution process.

16. Relatives. Ongoing relationships between the children and relatives shall be encouraged and continued. Neither parent shall interfere with relationships or visits between the child and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

17. Adjustments or Modifications. All permanent adjustments or modifications to this parenting plan shall be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

18. Failure to Comply. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section shall not be affected.

19. Non-interference with the Parties' Personal Lives. Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other, except as their lifestyle choices negatively impact the care of the child, as set forth in this document.

20. The "Advisory Guidelines" as set forth in Utah Code Ann. § 81-9-202 shall be binding upon the Parties.

Mutual Restraints

21. Both of the parties are enjoined from saying or doing anything in the presence of the

minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent or doing or saying anything that would, in any way, harm the relationship between the children and the other parent. Both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

22. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

23. The parties shall not make disparaging remarks to one another, to their children, or to members of either party's extended family about one another, the other parent, or the other party's relatives, whether verbally, in writing, or otherwise. This includes, but is not limited to, the children's grandparents, aunts, uncles, and other family members. Both parties are mutually restrained from harassing or threatening the other party.

24. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent or either party's relatives are being disparaged in any way.

[END OF PARENTING PLAN]

Financial Items and Asset Distribution

25. Both parties have a statutory duty to support their minor children, and such duty

continues during incarceration.

26. Child Support. Child Support shall be calculated as according to Utah Code Ann. § 81-6-201 et seq. Denise's gross monthly income is \$6,958 per month. Jonathan's gross monthly income is \$0 per month. Denise has 365 overnights and Jonathan has 0 overnights for the purpose of child support calculation on the Sole Physical Custody Worksheet. Jonathan's child support obligation shall be \$30 per month. Child support shall commence November 1, 2025. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. The parties acknowledge that Jonathan's income for the purpose of child support is nominal due to his incarceration, and that Jonathan still retains the ability to earn and a duty to support his children, which is distinct from actual income. Jonathan admits that his own conduct resulted in his incarceration and that he cannot excuse himself from the consequences, including child support obligations. Therefore, the parties agree that other assets or circumstances are relevant. The parties memorialize this agreement in the division of real property section set forth below, by considering Jonathan's interest in the marital home and lack of living expenses during incarceration.

b. In order to collect child support, the obligee parent shall be entitled to

mandatory income withholding relief pursuant to Utah Code Ann. §§26B-9-301 *et seq.* and 26B-9-402 *et seq.* Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure any administrative fees should be assessed according to statute.

27. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. § 81-6-208. Denise is currently providing said insurance through her employment.

a. Each parent shall 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 children shall 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall 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. The parent who incurs medical and dental expenses may 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 shall 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.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Denise shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Jonathan shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

28. Childcare Expenses. The parties shall follow Utah Code Ann. Sec. § 81-6-209 with respect to child care costs. Each parent shall equally share the reasonable work-related child care expenses of the parents. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare 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. The parent that incurs the childcare expense shall do the following:

a. 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.

b. 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.

29. In addition to any other sanctions provided by the court, a parent incurring childcare 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 comply with paragraph 28(a) and 32(b).

30. Dependency Exemption. Denise shall be entitled to claim the dependency exemption for the minor children.

31. Taxes. The parties shall file jointly for 2025.

32. Real Property. During the course of the marriage, the parties acquired an interest in a home and real property located at 992 E. Nicholes Ave., Layton, Utah 84040 (the "Marital Home"). Denise is awarded the Marital Home, free and clear of any claim by Jonathan, including the equity and any debts thereon, subject to the following provisions.

a. Denise shall refinance or assume the mortgage within 120 days of the Decree of Divorce. Jonathan shall cooperate with Denise to remove his name from the mortgage.

b. Once Denise refinances or assumes the mortgage, she shall remove

Jonathan's name from any and all mortgages and loans associated with the real property.

c. If Denise is unable to refinance or assume the loan within 120 days and remove Jonathan's name from the mortgage and real property, the real property shall be listed for sale immediately using a relator of Denise's choosing.

d. Denise shall have final say on listing price and all decisions regarding the home sale process.

e. Denise shall be awarded 100% of the net sales proceeds in the event that the home is sold.

33. Personal Property. Except as otherwise indicated hereinbelow, any personal property acquired during the marriage shall be divided equally by the Parties, as they can agree. Each party shall be awarded the personal property to which the party has a particular attachment or in which they have a particular value or interest. If the Parties cannot agree, they shall attend mediation to divide the personal property, and each shall bear one-half the cost of the mediation.

a. Any personal property acquired prior to the marriage or after the date of separation shall be awarded as separate property to the party who acquired it.

b. Personal Property Awarded to Denise. Denise shall be awarded as her separate property the following items of personal property:

i. All personal property in Denise's possession or that Denise may own in her name alone.

ii. All clothing, jewelry, and personal effects in her possession, custody and control.

- iii. All personal property prior to the date of marriage.
- iv. All household furniture, furnishings, artwork, applicates in her possession, custody, and control.
- v. 2012 Kia Sorento; Denise shall be solely responsible for any and all debt.
- vi. 2017 Cadillac Escalade; Denise shall be solely responsible for any and all debt.
- vii. All bank and financial accounts held in Denise's individual name.
- viii. Any assets, accounts, or monies received from a trust or inheritance.

c. Personal Property Awarded to Jonathan. Jonathan shall be awarded, free from any claim of Denise, the following items of personal property:

- i. All personal property in Jonathan's possession or that Jonathan may own in his name alone.
- ii. Mitsubishi vehicle currently in the possession of Jonathan's parents.
- iii. All bank and financial accounts held in Jonathan's individual name.
- iv. Any assets, accounts, or monies received from a trust or inheritance.

34. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from any liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
2012 Kia Sorento	Denise
2017 Cadillac Escalade	Denise
Credit Card ending in 9551	Denise
Mitsubishi vehicle	Jonathan

- a. Accumulation of Debt. Neither party shall incur any additional liability on joint credit cards.
- b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. 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.
- d. The parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both parties.
- e. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), the Parties shall

provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

35. Checking and Savings Accounts. Each party shall be awarded monies in their own separate checking and savings accounts.

36. Retirement Accounts. Each party shall be awarded their own separate retirement accounts.

MUTUAL RESTRAINING ORDERS

37. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

38. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

39. Neither party shall distribute the other party's image of personal information.

40. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, to including posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

MISCELLANEOUS PROVISIONS

41. Both Parties shall be ordered to deliver, sign, and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of the divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint

some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

42. Name. Denise shall have the option of restoring her former surname to Carnes.

43. Alimony. In lieu of alimony, the parties agree that Denise shall be awarded all equity in the real property as described in the real property section above. Neither party is awarded any alimony from the other, exclusive of the real property buyout, now and forever in the future.

44. Deeds and Titles: Both parties shall 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.

45. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

46. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

47. The parties agree that the anticipated recodification to the Utah Code shall not affect or change any agreed-upon adherence to the Utah Code as referenced herein.

48. Default. In the event that either party defaults in his/her obligations set forth in this Agreement or in the decree of divorce entered hereafter, the defaulting party shall be liable for all reasonable expenses, including attorney fees and costs, incurred in the enforcement of those obligations.

49. Modification and Waiver. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties to this action and

subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

END OF DECREE OF DIVORCE.

*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 8th day of April, 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 8th day of April, 2026

/s/ William M. Fontenot
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on the 8th day of April, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Jonathan Gonzalez <i>Respondent</i> #46042430 3130 N. Oakland St. Aurora, Colorado 80010	() E-file Notification () E-mail (x) U.S. Mail, Postage Prepaid () Hand Delivery () Facsimile Transmission
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/s/ William M. Fontenot
Attorney for Petitioner

