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Attorney for Karla Garcia

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

In the Matter of the Marriage of:

KARLA VERA GARCIA,

Petitioner,

and

JESUS GARCIA,

Respondent.

DECREE OF DIVORCE

Case Number 244701267

Judge Michael D. DiReda

Commissioner Julie Winkler

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a *Decree of Divorce* due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry

CHILDREN

2. The following are minor children of the parties.

Name	Date of Birth
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I.G.	December 2015
D.G.	December 2013

PARENTING PLAN

3. Custody/Parent-Time. The parties are hereby awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent-time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Mother	Father	Father	Father
Week 2	Father	Father	Father	Father	Mother	Mother	Mother

a. Regular Parent-Time. The parties shall have 50/50 custody such that each parent receives one week with the exchange occurring on Friday with drop off to school or 9:00 a.m. if school is not in session.

b. Extended Parent-Time During Summer. Each party shall receive two (2)-uninterrupted weeks in the summer-time.

4. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1st each year for first option parent and May 15th for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

5. Holidays. The holidays shall be as the parties agree. If the parties cannot agree, the holidays shall be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
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Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Juneteenth National Freedom Day Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th Holiday beings on July 3 rd at 5:30 p.m. until July 5 th at 8:30 p.m.
Father	Mother	July 24th Holiday beings on July 23 rd at 5:30 p.m. until July 25 th at 8:30 p.m.
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 3 p.m. to 8:30 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday after school or 3:00 p.m. until 8:30 p.m.
Father	Mother	Child's actual birthday from after school or 3:00 p.m. until 8:30 p.m.
Father	Father	Father's Day Holiday beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.
Mother	Mother	Mother's Day Holiday beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.

6. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. Neither party shall have final say.

Both parties shall have the authority to make emergency and routine decisions regarding the children's day-to-day activities when the children are in his or her care.

7. Medical. The parties shall continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed.

8. Dental. The parties shall use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed.

9. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

10. Educational Plan. The children shall continue to attend their current schools and feeder schools, unless otherwise mutually agreed-upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

11. Relocation. If either party moves more than forty (40) miles from the other parent, the parties shall be bound by the sixty (60)-day notice requirements of Utah Code Annotated §81-9-209.

12. Communication. The parties shall discuss all parenting concerns by text or e-mail and shall not use their children to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange.

13. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

14. Travel.

a. When the children travel with either parent overnight, all of the following shall be provided to the other parent at least twenty-four (24) hours prior to departure or twenty-one (21) days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;
- iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. The children shall not travel internationally, without one of the parties, unless the parties agree otherwise in writing.

c. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent-time or other mutually agreed-upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

15. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within twenty-four (24) hours of any change.

16. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

17. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

18. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other parent.

Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

19. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

20. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child

shall notify the other party within twenty-four (24) hours of receiving the calendar or any change, if the other parent is not included on automatic notifications from the activity administrator.

21. 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 shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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.

22. Transportation for the Children. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed-upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 et seq. Mother's gross monthly income is \$8,745.00 per month. Father's gross monthly income is \$27,139.00 per month. Mother has 183 overnights and Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$1,123.00 per month. Child support shall commence September 1, 2026. 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.

24. 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. Father is currently providing said insurance.

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 thirty (30) days of payment. The other parent shall remit payment within thirty (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 Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If the children have double coverage through private insurance, the parties shall each pay their own premium without reimbursement from the other. 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.

e. Verification of health insurance coverage shall be provided within seven (7) days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen (15) calendar days of the date he or she knows of the change.

25. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

26. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are two (2) minor children, the parties shall each receive one (1) child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.

b. When there is only one (1) minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

27. Taxes. The parties shall file separate taxes commencing with the 2023 tax year. At the time of signing the *Stipulation*, the parties joint tax obligation for tax years 2018, 2019, 2020, 2021, and 2022 equals a total of \$263,469.00. As part of the global settlement agreement, Father shall be responsible for 100% of the tax obligation listed in both parties' names for tax years 2018, 2019, 2020, 2021 and 2022, including any additional assessed obligation, fees, penalties, or interest accrued for those tax years, and shall indemnify and hold Mother harmless therefrom. Commencing with the 2026 tax year, if Mother's tax return is applied to the existing obligation, Father shall reimburse Mother the applied refund amount within thirty (30) days of receipt of verification of the applied refund. Furthermore, Mother shall be awarded attorney's fees and any other costs associated with any obligation the government applies to Mother for this above stated joint taxes. Father shall ensure that he keeps current on his payment plans established with the IRS and the State of Utah, and shall provide Mother proof of his established

IRS/ Utah State payment plan by March 1, 2027. If Father receives a notice of default/ intent to levy from the IRS or State of Utah, in the future, he must notify Mother within forty-eight (48) hours. If the IRS places a tax lien on Mother's separate property or seizes Mother's separate property due to father's non-payment, Mother may seek immediate remedy from the Court to make her whole. Mother shall be awarded attorney's fees and any other costs associated with having to pursue court intervention.

28. Real Property. The marital property located at 1074 Fairway Place, North Salt Lake City, Utah, is hereby awarded to Father with all debts and liabilities. Father shall hold Mother harmless on all debts and liabilities associated with the home. Father shall get the utilities and subscriptions associated with the martial residence solely in his name by October 1, 2026. As part of the global property settlement, Father shall pay Mother \$114,805.00 within sixty (60) days of signing the *Stipulation*. Father shall pay Mother \$103,000.00 within seven (7) days of signing the *Stipulation*. The remaining balance of \$11,805.00 shall be paid to Mother from Father's share of his Universal Life Insurance cash out value, or within sixty (60) days of signing the *Stipulation*, whichever date occurs first.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated herein.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
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All Obligations in Mother's Name Only	Mother
All Obligations in Father's Name Only	Father
\$264,205.00 IRS Tax Obligation, and any additional assessed obligation, fees, penalties, or interest accrued for the tax debt for tax years 2018, 2019, 2020, 2021 and 2022.	Father

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 herein, 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.

31. Division of Business Interests. Mother is hereby awarded fifty percent (50%) of all shares, membership interests, and/or equity (hereinafter "Shares") held in Father's name in the entities known as Best Financial of Midvale and Best Financial of Provo (collectively, the "Entities").

a. Transfer of Shares. Father shall execute, notarize, and deliver any and all stock transfer certificates, assignments, ledgers, and other corporate documents necessary to legally effectuate the transfer of these Shares into Mother's sole name within sixty (60) days of the execution of the *Stipulation*. The parties shall divide any administrative costs associated with this transfer.

b. Preservation of Assets. Between the filing of this divorce matter in August 2024 and the finalized transfer, Father is strictly prohibited from devaluing Mother's interest. Father shall not sell, dilute, encumber, pledge, or take any extraordinary distributions or loans against the Shares or the Entities. Any dividends or distributions issued by the Entities corresponding to Mother's 50% interest during this 60-day period shall be held in trust by Father and remitted to Mother within five (5) days of receipt. However, the parties understand and agree that Father is a minority owner and Father does not have authority to make decisions for the company that could in any way devalue Mother's shares.

c. Constructive Trust and Buyout Contingency. Mother is relying on Father's disclosures that 50% of the shares held in his name are transferable to Mother. If the governing documents (e.g., Operating Agreements, Bylaws) of the Entities legally prohibit the transfer of Shares to Mother, or if the board of directors/managing members refuse to approve the transfer, Father shall buy out Mother's 50% interest at a Fair Market Value to be determined by an independent, mutually agreed-upon business appraiser, with the appraisal costs to be paid by Father.

d. Enforcement. If Father fails to execute the necessary transfer documents within the sixty (60)-day period, Father shall be responsible for 100% of Mother's reasonable attorney's fees and court costs incurred to enforce this provision.

32. Checking and Saving Accounts. Each party is hereby awarded monies in their own separate checking and savings accounts. Father is hereby awarded the AFCU account ending in #8285. Mother shall cancel the Vivint auto-draft from this account if there is no fee associated with the cancellation. If there is a fee to cancel the contract, the parties shall work together to remove Mother's name from the contract prior to October 1, 2026.

33. Retirement Accounts. The parties have no retirement accounts.

34. Business Interest. Father shall be awarded as pre-marital separate property 100% of the business interest in Choice Motors, Best Financial of Bountiful and Best Financial of Ogden, and all associated income, assets, intellectual property, debts, liability, and tax consequences.

35. Life Insurance. Mother shall be awarded her Universal Life Insurance policy in the approximate amount of \$20,719.74, free and clear of any claim by Father. Mother shall take responsibility for the monthly payment on September 1, 2026, and shall hold Father harmless therefrom. Father shall provide statement verification of the cash out value of his Universal Life Insurance Policy within forty-eight (48) hours of signing the *Stipulation*. Father shall make best efforts to cash out his Universal Life Insurance Policy within sixty (60) days of signing the *Stipulation*. Within three (3) days of receipt of the proceeds, Father shall pay Mother her one-half ($\frac{1}{2}$) share of the cash out value, plus an additional \$11,805.00 from his $\frac{1}{2}$ share of the cash out value. The payments for this policy are currently being auto-drafted from Father's AFCU

account. Mother shall be responsible for moving this auto-draft from Father's AFCU account into her own account by September 1, 2026.

36. Alimony. Father shall pay Mother \$4,877.00 per month for a term of sixty-nine (69) months. Alimony terminates upon the receiving party's remarriage, cohabitation, or the death of either party. This amount is based on meeting Mother's need at the time of the *Stipulation*. Equal payments shall be made on the 5th and the 20th of each month. Alimony shall commence on September 1, 2026.

37. Mother's Expenses. Commencing September 1, 2026, Mother shall be responsible for her cell phone, car insurance, car payment, life insurance and any and all other expenses for her benefit. The parties shall cooperate to roll Mother's cell phone and number into a plan of her own on or before September 1, 2026.

38. 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*.

39. 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.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ William Fontenot*
WILLIAM FONTENOT
Attorney for Jesus Garcia

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on August 20, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Hayli Dickey
HAYLI DICKEY
Attorney for Karla Garcia

CERTIFICATE OF SERVICE

I certify that on August 20, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

William Fontenot (UT-11646)
Attorney for Jesus Garcia
wf@utahlawpro.com

/s/ Jen Linschoten