

The Order of the Court is stated below:

Dated: September 28, 2026
09:22:37 AM

/s/ MICHAEL D. DIREDA
District Court Judge



WADE TAYLOR (10144)
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Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON DEPARTMENT IN AND FOR DAVIS COUNTY, STATE OF UTAH	
In the matter of the marriage of SOL CONSUELO CANCEL, Petitioner, and MARCELO ALBERTO TULIAN, Respondent.	DECREE OF DIVORCE Case No. 264701173 Judge: Michael D. DiReda Commissioner: Julie Winkler

The Petitioner, SOL CONSUELO CANCEL, and the Respondent, MARCELO ALBERTO TULIAN, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

PERSONAL PROPERTY

1. Prior to the marriage, the parties each had individually acquired certain separate property.
Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property.
3. Personal Property awarded to Petitioner:
 - a. Petitioner shall be awarded, as her sole and separate property, all right, title, and interest in the following personal property currently in the parties' possession or control:
 - i. All furniture and household furnishings;
 - ii. All household appliances;
 - iii. All electronics;
 - iv. All artwork, mirrors, and decorative items;
 - v. All gardening and lawn-care equipment, including all lawn mowers;
 - vi. The air compressor and pressure washer;
 - vii. All tools and equipment intended for home maintenance, repair, or improvement;
 - viii. Petitioner's garden plants;

- ix. All toys and other items maintained for Petitioner's grandchildren;
- x. Petitioner's cellular telephone;
- xi. All of Petitioner's clothing and shoes;
- xii. All of Petitioner's personal documents and journals;
- xiii. All photographs of Petitioner taken prior to the parties' marriage; and
- xiv. All photographs presently in Respondent's possession or control, whether in physical or electronic form, taken during the parties' marriage and depicting Petitioner, Petitioner's children, and/or Petitioner's grandchildren.

- b. Petitioner may retain, donate, dispose of, or sell any of the foregoing property in her sole discretion. Any proceeds received from the sale of such property shall be awarded solely to Petitioner, free and clear of any claim by Respondent.
- c. To the extent any personal documents, journals, photographs, or other items awarded to Petitioner herein are presently in Respondent's possession or control, Respondent shall deliver or otherwise make such items available to Petitioner within thirty (30) days following entry of the Decree of Divorce.

4. Personal Property Awarded to Respondent:

- a. Respondent shall be awarded, as his sole and separate property, all right, title, and interest in the following personal property:
 - i. All original photographs of Respondent taken prior to the parties' marriage;

- ii. All of Respondent's personal documents, except for any documents bearing Petitioner's name or signature, which shall be provided to Petitioner or made available for her to copy or retain as appropriate;
 - iii. Respondent's cellular telephone;
 - iv. All of Respondent's automobile mechanic tools;
 - v. The bench grinder;
 - vi. All of Respondent's clothing; and
 - vii. All of Respondent's shoes.
 - b. To the extent any of the foregoing items are presently in Petitioner's possession or control, Petitioner shall make such items reasonably available to Respondent for retrieval. Each party shall cooperate in good faith to facilitate the exchange of personal property awarded herein.
5. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

6. Petitioner shall be awarded, as her sole and separate property, the following vehicle:
- a. 2016 Nissan Versa, four-cylinder, silver sedan, VIN ending 5825.
 - b. Petitioner shall be solely responsible for all financial and legal obligations associated with the 2016 Nissan Versa, including registration, title, insurance, taxes, maintenance, repairs, citations, violations, and any other liabilities

associated with the vehicle. Petitioner shall retain all documents, title, and registration pertaining to the vehicle and shall indemnify and hold Respondent harmless from all obligations and liabilities associated therewith.

7. Respondent shall be awarded, as his sole and separate property, all vehicles presently titled to, registered to, or owned by Respondent, including but not limited to the following:

- a. 2001 Dodge Ram 1500 Quad, blue four-door extended-cab pickup truck, eight-cylinder, VIN ending 4754;
- b. Fleetwood Southwind Recreational Vehicle ("RV"), tan in color. The parties acknowledge that the year, VIN, and other identifying information for the RV are presently unknown to Petitioner; and
- c. 1984 NASHUA Manufactured/Mobile Home, VIN 5728X.
- d. Respondent shall retain all titles, registrations, records, and other documents associated with the foregoing property and shall be solely responsible for all financial and legal obligations associated therewith, including loan obligations, insurance, registration fees, taxes, maintenance, repairs, citations, violations, accident-related liabilities, and any other costs or liabilities attributable to Respondent's ownership or use of such property.
- e. Respondent shall further be solely responsible for all storage fees and other charges associated with the RV, including any amounts owed to the RV storage facility.

- f. Respondent shall be solely responsible for all obligations associated with the NASHUA manufactured/mobile home, including compliance with the lease or other requirements applicable to Quail Ridge, where the manufactured/mobile home is presently located.
- 8. Each party shall indemnify and hold the other party harmless from all debts, expenses, claims, liabilities, taxes, fees, citations, or other obligations arising from the vehicles or property awarded to that party.

REAL PROPERTY

- 9. The parties jointly own a 1984 NASHUA manufactured/mobile home, VIN ending 5728X, presently located on Lot #10 at Quail Ridge Manufactured Homes Community, 935 E. 3000 North, Layton, Utah 84040 ("the manufactured home"). The parties acknowledge that the manufactured home was purchased for cash on or about August 28, 2025, and that there is no loan or financing obligation presently owing against the manufactured home.
- 10. Subject to the terms set forth herein, the manufactured home is awarded to Respondent. Petitioner shall transfer and relinquish to Respondent all of Petitioner's right, title, and ownership interest in the manufactured home and shall execute any title, transfer document, bill of sale, power of attorney, or other documentation reasonably necessary to effectuate Respondent's ownership.
- 11. Respondent shall be solely responsible for all obligations associated with the manufactured home, including but not limited to lot rent, insurance, taxes, assessments,

registration or title requirements, maintenance, repairs, utilities, fees, damages, violations, and all other financial or legal obligations associated with the manufactured home or the lot upon which it is located. Respondent shall comply with all applicable requirements of Quail Ridge Manufactured Homes Community and shall indemnify and hold Petitioner harmless from any liability associated with the manufactured home arising after entry of the Decree of Divorce.

12. Respondent shall be entitled to reside in and have possession of the manufactured home until it is sold.
13. The manufactured home shall be listed for sale during August 2026 at an initial listing price of \$90,000.00. Respondent shall cooperate in good faith with all reasonable efforts necessary to market and sell the manufactured home and shall not intentionally damage the manufactured home, interfere with showings, discourage prospective purchasers, or otherwise take any action intended to delay, prevent, or sabotage the sale.
14. Upon sale of the manufactured home, all reasonable and customary expenses associated with the sale, including any amounts necessary to convey clear title, shall first be paid from the sale proceeds. From the remaining net proceeds, Respondent shall immediately pay Petitioner the then-outstanding balance of Respondent's \$20,000.00 alimony obligation to Petitioner, as outlined in the alimony section below. Any remaining net proceeds thereafter shall be awarded solely to Respondent.
15. In the event Respondent is deported or otherwise involuntarily removed from the United States pursuant to a final order of the appropriate federal immigration authority before the

manufactured home is sold, Respondent shall transfer his entire right, title, and interest in the manufactured home to Petitioner, to the extent legally permissible, and shall execute any documents reasonably necessary to effectuate such transfer.

16. The parties represent that, other than the manufactured home described herein, Petitioner is not aware of any other real property owned by Respondent, and Petitioner represents that she does not own any other real property.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

17. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.
18. Each party shall be awarded the bank accounts in their respective names free and clear from any claim by the opposing party.
19. Neither party has a retirement/pension account; however, if it is determined that one exists, the retirement/pension accounts shall be divided giving each party one-half of any account from the date of the parties' marriage until the date of the Decree of Divorce.

DEBTS AND OBLIGATIONS

20. During the course of the marriage the parties incurred certain marital debt.

21. The parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.
22. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

23. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

24. Respondent shall pay Petitioner a total alimony award of \$20,000.00, payable in monthly installments of \$500.00 until the total award has been paid in full, but in no event for longer than forty (40) months.

25. The monthly alimony payment shall be due on the first day of each month beginning on the first day of the month following entry of the Decree of Divorce and shall continue until the \$20,000.00 obligation has been paid in full, subject to the accelerated payment provision set forth herein.
26. If the manufactured home is sold before Respondent has paid the entire \$20,000.00 alimony obligation, the entire remaining unpaid balance shall become immediately due and payable to Petitioner from Respondent's proceeds from the sale. Respondent shall pay the remaining balance promptly upon receipt of the sale proceeds.
27. All alimony payments shall be deposited into a bank account designated by Petitioner for receipt of such payments. Petitioner shall timely provide Respondent with the information reasonably necessary to make the required payments.
28. Respondent's voluntary termination of employment, intentional reduction of income, relocation outside the State of Utah or the United States, or deportation or other involuntary removal from the United States shall not, by itself, relieve Respondent of the obligation to pay the unpaid balance of the alimony award as provided herein.
29. Until entry of the Decree of Divorce, Respondent shall continue providing Petitioner with the basic financial support currently being provided for Petitioner's reasonable living expenses.

TAX RETURN

30. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

31. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

32. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.
33. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
34. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.
35. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."
36. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the

entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek 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.

37. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

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

APPROVED AS TO FORM dated September 16, 2026

*E-signed by Wade Taylor
with permission of Sol Consuelo Cancel*

/s/ Sol Consuelo Cancel

SOL CONSUELO CANCEL
Petitioner

APPROVED AS TO FORM dated September 16, 2026

*E-signed by Wade Taylor
with permission of Marcelo Alberto Tulian*

/s/ Marcelo Alberto Tulian

MARCELO ALBERTO TULIAN
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 12th day of September 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

SOL CONSUELO CANCEL
Petitioner
Email: boridobes@gmail.com

MARCELO ALBERTO TULIAN
Respondent
Email: boricobes@gmail.com

LAW OFFICES OF WADE TAYLOR
/s/ *Wade Taylor*

WADE TAYLOR
Attorney