



1DAVID J. PETERS (# 4388)
Attorney for Petitioner
Sessions Corner
505 South Main Street
Bountiful, Utah 84010
Telephone: (801) 292-1818
Email: davepeterslaw@gmail.com

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

In the Matter of the Marriage of LUIS F. CUEVAS-HERNANDEZ, Petitioner, vs. JANET CELIS, Respondent.	DECREE OF DIVORCE Case Number 264701165 Judge Michael D. DiReda Commissioner Julie Winkler
--	--

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 orders regarding custody, visitation, child support and the like.

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

REAL PROPERTY. The parties own no real property.

RETIREMENT, PENSIONS. Each party is awarded his or her 401(k) and retirement accounts free and clear of any claim by the other party.

FINANCIAL ACCOUNTS. Each party is awarded his or her bank or financial accounts free and clear of any claim by the other party. There are no joint bank or financial accounts. The parties shall cooperate to remove each other as authorized users from their respective accounts.

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 acquired certain items of personal property which shall be divided as follows:

Petitioner is awarded the following items of personal property:

His car, 2022 Honda Accord, subject to the loan thereon;

One (1) entertainment center and TV;

Washer or dryer;

Personal items - clothes, shoes, jewelry, papers, photos, etc.; and

Any and all other items of personal property as divided by the parties.

Respondent is awarded the following items of personal property:

Her car, 2018 Mazda CX5;

One (1) entertainment center and TV;

Newer dishes and kitchen items;

Personal vanity;

Washer or dryer;

Her gun;

Kayak;

Personal items - clothes, shoes, jewelry, papers, photos, etc.; and

Any and all other items of personal property as divided by the parties.

MOBILE HOME. During the course of the marriage the parties have acquired a 1990 double wide mobile home. This mobile home shall be sold with the net proceeds of the sale (after costs of sale) divided equally between the parties, based upon the following:

The parties shall agree on the method of sale, by owner, by agent, on-line, etc.;

The parties shall agree on the listing price;

Petitioner shall reside in the mobile home after the entry of the Decree in this matter and shall be responsible to maintain and show the mobile home;

Petitioner shall pay the monthly space rental of \$1190.00 after the entry of the Decree in this matter and until sale; and

Upon receipt of an offer to purchase, Petitioner shall convey the details of such offer to Respondent, upon which she may agree or disagree with such offer. Petitioner may accept an offer if not rejected by Respondent within 10 days of conveying that offer to her.

CAR INSURANCE. The parties shall cooperate in separating their joint auto insurance policy to each insure his/her own vehicle.

TELEPHONES. The parties shall cooperate in separating their joint mobile telephone plan into individual plans with each party responsible for his/her own phone and plan.

DEBTS. During the course of the marriage the parties have not incurred joint debts and obligations.

Petitioner shall assume and pay any and all debts in his name, defending, indemnifying and holding Respondent harmless thereon, including specifically his Mountain America Credit Union VISA with an approximate balance of \$3,000.

Respondent shall assume and pay any and all debts in his name, defending, indemnifying and holding Petitioner harmless thereon, including specifically her Mountain America Credit Union VISA with an approximate balance of \$6,000.

TAXES. The parties have filed jointly their taxes during the marriage. There are no outstanding tax obligations nor expected refunds. Beginning with tax year 2026, the parties shall each be responsible for filing his/her taxes and shall be entitled to any refund or obligated for any debt from such individual filings.

ATTORNEY'S FEES AND COSTS. Each party shall bear and pay his/her own costs and attorney's fees associated with this divorce action.

VOLUNTARY AND KNOWLEDGEABLE EXECUTION. Each of the parties, after full opportunity to consult with legal counsel, acknowledges that he/she has 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 party is ordered to sign all papers, documents, titles, deeds and any other document necessary to effectuate any of the provisions hereof, including but not limited to the transfer of real or personal property.

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

APPROVED FOR ENTRY BY THE COURT:

/s/ Janet Celis
signed electronically by David J. Peters with permission of
Janet Celis, Respondent