The Order of the Court is stated below:
Dated: November 02, 2026 05:20:08 PM **/s/** BLAINE RAWSON
District Court Judge

BEAN & MICKEN
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IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

In the Matter of the Marriage of: JANESSA LYNN MARTINEZ, Petitioner, vs. RYAN RONALD MARTINEZ, Respondent.	**DECREE OF DIVORCE** Case No. 264701335 Judge Blaine Rawson Comm. Julie C. Winkler

Petitioner, JANESSA L. MARTINEZ, by and through her counsel of record, Emilie A. Bean, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by Declaration as set forth in Utah Code Ann. §81-4-406(1)(a) (2024). The Court, having received the Stipulation and Property Settlement Agreement executed by the parties, being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The Petitioner will be awarded a Decree of Divorce from Respondent upon the ground of irreconcilable differences which will become final on October 31, 2026.

INSURANCE

2. The Petitioner will carry the parties' adult daughter who has a history of cancerous brain tumors resulting in epilepsy and other complications until she no longer qualifies for coverage with a parent. The Petitioner will carry the Respondent until October 31, 2026.

3. The Petitioner will pay the insurance premiums for all parties on her policy as long as it is reasonably available to her until October 31, 2026. The Respondent will be responsible for his own out of pocket medical, dental and optical expenses.

PROPERTY DISTRIBUTION

4. The parties agree that all personal property acquired during the marriage should be awarded as follows:

A. Petitioner should be awarded as her sole and separate property:

(l) 2021 Volkswagen Tiguan;

(2) All personal property currently in her possession as it is constituted at the time this agreement is executed.

B. Respondent should be awarded as his sole and separate property:

(l) 2016 Dodge Ram Truck contingent on the payment arrangements set forth under the Debts heading;

(2) All personal property currently in his possession as it is constituted at the time this agreement is executed.

5. The parties own a Rockwood Mini-lite travel trailer where the Respondent is currently residing. The trailer remains in both parties' names and has debt owning. The Petitioner will pay the trailer payment through October, 2026. The Petitioner will pay off the

balance on the trailer as part of the Respondent's equity entitlement at which time the Petitioner will also sign over the title.

6. The Petitioner will be awarded the real property located at 1242 North 760 West, Farmington, Davis County, Utah legally described as follows:

Parcel No. **081060008**

ALL OF LOT 8, WOODRIDGE TWINHOME SUB PHASE 1. CONT. 0.11 ACRES

There will be an equal division of the equity in the real property which the parties agreed will be $170,000.00 per person. Out of the Respondent's portion, the truck and trailer will be paid off before distribution. In addition, the Respondent will pay the Petitioner back $50,000.00 for support she had provided to him through October, 2026, which will offset against any loan the Petitioner has to obtain for pay out of equity. Due to the Respondent's disability claim, he may not be able to accept a lump sum payment without causing a financial detriment on his disability claim, therefore, the Petitioner will structure the equity payout of the balance to the Respondent monthly over approximately a five (5) year period. The exact amount will depend on what the Respondent is allowed to receive monthly with his disability. If disability is denied then the Petitioner will pay out $1667.00 per month with her option to obtain a loan and pay out a lump sum.

DEBT ALLOCATION

7. The parties agree to the following distribution of the marital debts:

A. Petitioner will be responsible and will indemnify and hold Respondent harmless for the following:

(1) Freedom Mortgage;

(2) Horizon Credit Union (Tiguan);

(3) Her Capital One credit card;

(4) Chase card;

(5) Best Buy card;

(6) All debts and obligations incurred by her individually or since the parties' separation or which may be unknown to Respondent.

B. Respondent will be responsible and will indemnify and hold petitioner harmless for the following:

(1) Mountain America Credit Union (truck) until pay out from equity;

(2) His Capital One credit card;

(3) Mountain America Credit Union (travel trailer) until pay out from equity;

(4) All debts and obligations incurred by him individually or since the separation or which may be unknown to Petitioner.

8. Notwithstanding paragraphs 17(B)(1) and (3), the Petitioner will make the Dodge Ram truck payment and the trailer payment through October, 2026. The Petitioner will then make arrangements to pay off the truck and trailer as part of the Respondent's home equity. Once the truck is paid off in full, the Petitioner will sign over the title to the Respondent will all equity therein with no claim of equity by the Petitioner.

9. Both parties will notify all creditors regarding the division of debts, assignment of

payment liabilities and the name and current address of both parties.

10. **Notice to Creditors**: Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5, and 30-3-5(1)(c) (1953 as amended), the parties are required to 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.

Therefore, **the party not obligated to pay a joint obligation** shall:

a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;

b. Notify the joint creditor of the current address for each party;

c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

11. The parties intend that the debt distribution will be the final settlement regardless of the delay in entry of the divorce action. Each party will indemnify and hold the other harmless for any debt incurred after the execution of this agreement.

The debt distribution herein is a final settlement that will be incorporated into a Decree of Divorce.

TAXES

12. Each party will file taxes separately for 2026.

RETIREMENT

13. The parties recognize that he or she may have been entitled to a Woodward share of any available retirement benefits accrued during the course of the parties' marriage and each party hereby waives any right, title, or interest in any such retirement benefits accrued during the course of the parties' marriage by the other party in consideration of all the expenses paid by the Petitioner for the Respondent.

ALIMONY

14. No alimony is to be awarded in this case to either party. Regardless of any material change in circumstance of either party, alimony is forever barred against both parties under this or any subsequent Stipulation and resulting Order of the Court. The parties are aware that the disability has not yet been determined and it is foreseeable that the disability award may take more time or not be granted.

MISCELLANEOUS

15. Each party agrees to pay his or her own attorney's fees and court costs incurred in pursing this action.

16. Except as otherwise ordered by the court, each of the parties will, upon demand of the other party, after the entry of the Decree of Divorce, he or she will make, execute, acknowledge and deliver all deeds, transfers, assignments or further instruments and will do or cause to be done all other acts or things reasonably necessary or required by either of them to effectuate the intentions of this agreement and to assure to each of them, their transferees or assigns, the property described or referred to or hereby intended to be conveyed, transferred or assigned , and to confirm and assure title, possession and right hereto according to the provisions and intent of this agreement.

JUDICIAL SIGNATURE WILL ELECTRONICALLY APPEAR AT TOP OF DOCUMENT

Approved as to form:

Electronically signed with 10/28/26 email permission of:
/s/ Ryan R. Martinez
RYAN R. MARTINEZ
Respondent

RULE 7 CERTIFICATE

The undersigned hereby certifies that she emailed a true and correct copy of the foregoing document to the following individual, at the email address shown hereunder on this 19th day of October 2026. The Undersigned further requests that the Order be signed and entered as submitted pursuant to Rule 7 of the Utah Rules of Civil Procedure at the expiration of seven (7) and three (3) days mailing time.

Ryan R. Martinez
Respondent
Email: rymrtnz1704@gmail.com

/s/ Sharon A. Newman

CERTIFICATE OF DELIVERY

I hereby certify that on this 19th day of October 2026, I delivered a true and correct copy of the foregoing DECREE OF DIVORCCE to the following:

Via Email

Ryan R. Martinez
Email: rymrtnz1704@gmail.com

/s/ Sharon A. Newman